

App. F. IX-4

Previous References

G. F. 349-33 (1-16) (1934-5) (Jes)

Preserve

File No. 60-34

Serial Nos. 1-12

Letter References.

Jul 20-40-1 4

P

(278)

GENERAL AND REVENUE SECRETARIAT.

Serial Nos.

fifty four

Part B for 1934-5

SUBJECT.

Renewal of Kolar Gold Mining Leases

Serial
No.Renewal of Kolar Gold Mining leases.

1 D O Letter dated 15th January 1934 to the Chief ~~Inspector~~
Inspector of Mines

2 D O letter No. 1356 dated 16th January 1934 from the
Chief Inspector of Mines suggesting certain additions
and alterations in the existing lease

3 D O letter dated 18th January 1934 to the Director of
Geology

4 D O letter No. 8083-1 dated 6th February 1934 from the
Director of Geology

1 Submitted for kind perusal, with the previous
references. The Director of Geology has suggested
certain alterations ⁱⁿ the existing lease, mostly on
the lines of the revised mining lease ^{rules} ~~form~~ issued in
~~accordance with~~ Government Notification No. G 25838 Geol
57-18-20 dated 12th May 1930. They deal with minor
points and have perhaps to be considered while drafting
the form of the renewed lease, since our discussion with
the Mining representatives on major issues is over and
we are awaiting further communication from the Mining
representatives after consulting the Shareholders in
London.

2 In the meanwhile, the file may perhaps be referred
unofficially to the Chief Inspector of Mines, for noting
his views on the suggestions made by the Director of
Geology, and on receipt of the Chief Inspector's ^{opinion} ~~answer~~,
a revised form of the lease may be drafted in consulta-
tion with the Law department.

2
20.2.34

He Seey) 20/2/34.

3 1/3-24

2517 -
H

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of 193 .

General and Revenue
Secretariat

To.

4

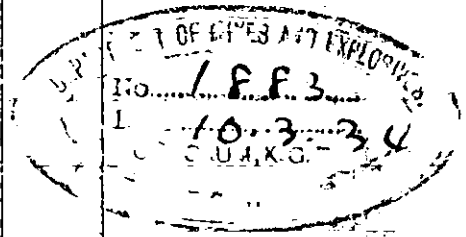
The Chief Inspector of Mines with compliments

8/2/34

Bo.
m Shairam
By H. Sanyal G.O.

Serial
No.

2.0.2179
9/2/34



Office of the Chief Inspector of Mines
& Explosives in Mysore,
11th April 1934.

5

For my views on this subject please refer to my confidential
D.O. letter No. 2/87 dated 11th April 1934.

C E Sanyal G.O.

Chief Inspector of Mines &
Explosives in Mysore.

6

Submitted with a tabular statement showing
(i) Terms of the present lease (ii) suggestions
by the Director of Geology and (iii) Remarks of
the Chief Inspector of Mines on the suggestions
of the Director. A copy of the Memorandum of
agreement is also submitted.

Flag A

Flag B

2/5-34

H. Sanyal
W
ats

Brins
m
9/5/34

H. Sanyal) 22/5/34.

7
This may be sent to the Development Branch
for disposal. All the important points were considered
with the Mining Representatives. It may not be
possible to raise new points now unless they
involve merely verbal changes or are absolutely
necessary and the Mining people can be made to agree.
Hence - The understanding with them was that the

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No.

now have money to be drafted here and
sent to them for remarks.

Am
376.
8
576/34

Det. by 192
b/k
1/11/34

10 & Subd. with reference to para
7 above.

A tabular statement is put up.
After the meeting approved
(The Asst. Secy. Law Section) may be corrected
in the matter of dropping of a revised
form of the lease as suggested by the Chief
Inspector of mines & the Asst. Secy. of the
Dept. of Mines.

7/6/34

Sec. Secy.)

9
876/34

10 For instructions as to the time at
which the work may be proceeded
with.

Further being

11/11/34
9.6.34.

11 What the Asst. Secy. has noted
above is correct. Changes which
are verbal or ~~not~~ consequential or
changed conditions, or in whole or in part
liability on the lessee can make
thought of now.

10/6/34
11.6.34.

6717/33

Renewal of Mining Leases

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IV. Subd with a draft revised indenture incorporating the suggestions made by the Govt & the Chief Inspecting Mines (vide the tabular statement - (Flag A). This may, perhaps, be forwarded to the Asst Secy, Law Dept for opinion in the first instance and then sent to the Mining people for remarks.

Vide slip attached

H.P.
17.6.34

15/6/34 Asst Secy, Law Dept
with compliments

acc
18/6/34

What has been agreed upon is that Govt should renew the mining leases for a period of 30 years from 22nd March 1940, when the existing leases expire. The terms as regards Royalty etc payable under the new lease have to be as per the ^{Finsley's} memorandum (Flag B) of 6th Feb 1934, which have been agreed to by the Mines Representatives - One of the considerations for the renewal is the agreement by the Companies to give in place of the 2 1/2% royalty on dividends payable under the existing leases, a participation of profits for the remaining years of the existing leases as per the Finsley's memorandum of 8th March 1934.

The Indenture that is to be executed now is therefore ~~as per~~

6717

W. G.

Serial
No.

a lease for 30 years to commence after
the expiry of the existing lease, ~~and the~~
on the conditions and terms mentioned above.
The memorandum of 8th March 1934 was
therefore to be incorporated as one of the
terms of the new lease.

16 If this is approved, further action
~~and~~ in the matter of drafting will
be taken.

Dev Sey }
Zin Sey }

30/6/34

18 5-7-34

19 If I remember correctly, Mr
Nye said that he would get the
Draft of an agreement ^{prepared by} London
Lawyers and send it over to us and that
the ~~new~~ new lease may be drafted here

2nd
11/2

12/7/34

20 For Mr Smith

For Mr Smith

13-7-34

21

Discussed with the member. The

lease may with first issue be drafted
embodying the basis for doing the business at

Thursday we may after Mr Nye's death

WD 01536-GPB-7,500-5434

Page is received

Law

14-7-34

12 JUL 1934
194

30 JUN 1934
5362

409
Law

see (M)

OFFICE OF THE
FIRST AD.
13 JULY 1934
332

6717

General and Revenue
Secretariat

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✓ Forwarded with Compliments to
The Govt Advocate for favour of
furnishing a suitable draft.

By order
14.7.34

✓ Returned with Compts as desired
N. Nagarajan
7.8.34.

L.B.No. p 9834
dated 14.7.1934

no pay 12
of 7.8.34

xx.
me
7/8

JOHN TAYLOR & SONS.
TELEGRAPHIC ADDRESSES.
INLAND TELEGRAMS.-
"POLYAT, CANNON, LONDON"
CABLEGRAMS.-
"POLYAT, LONDON"
TELEPHONE, CENTRAL 2426.
(4 LINES)

KENNETH BARING TAYLOR.
SYDNEY ENFIELD TAYLOR.

By Air mail:

252 - 432 - 834
243
21
D
Queen Street Place,
London.

6th July 1934.

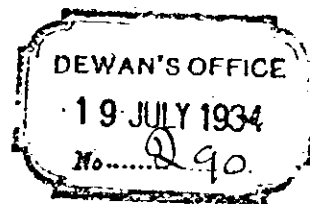
E. C. 4.

6 copies - one copy given to the Secy.
From

Messrs. John Taylor & Sons,
6, Queen Street Place,
London, E. C. 4.

To

S. Shamanna Esq., B.A.,
Financial Secretary to
The Government of H.H. The Maharaja of Mysore.
Bangalore.



Sir,

KOLAR MINING LEASES.

In accordance with our understanding with Government
that we should instruct the Mining Companies' Solicitors to
prepare the documents embodying the terms of the recent
agreement for the renewal of the Companies' Leases, we have
the honour to inform you that the draft documents have now been
completed and we are sending to you herewith six copies for
Government's consideration and use.

The documents have been drafted by the Firm of Messrs.
Herbert Smith & Co. (incorporating Messrs. Francis & Johnson),
and we attach a copy of a letter dated the 4th instant to
ourselves from Messrs. Herbert Smith & Co. which we think may
be of interest to Government as describing the procedure which
has been followed.

We trust that the steps we have taken will be agreeable

2.

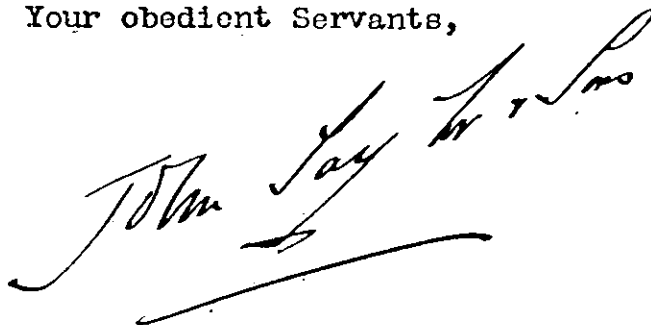
to Government, but we are nevertheless aware that there may be points arising out of their consideration of the documents which will call for explanation and reply. There is also the question of the procedure in regard to the plans to be attached to the new Leases as to which we await Government's views. Accordingly, as it would seem desirable to settle this and other points without undue delay if completion is to be obtained before the end of the year, we have arranged for Mr. R. Nye to go out to take up such points with Government in direct discussion, thereby we hope, assisting to avoid lengthy correspondence.

Mr. Nye will be reaching Kolar about the 7th proximo and will advise you immediately on his arrival.

We have the honour to be,

Sir,

Your obedient Servants,

A handwritten signature in cursive script, appearing to read 'J. M. L. S. S. S.', written over a horizontal line.

COPY.

HERBERT SMITH & CO.

62, London Wall,
London, E. C. 2.

4th July 1934.

Dear Sirs,

KOLAR GOLD FIELD LEASES.

We now enclose herewith 15 prints of the form of Agreement and Deed of Variation with form of new Lease scheduled thereto which we approve on behalf of The Mysore Gold Mining Company Ltd. and Nundydroog Mines Ltd., and which have been approved by the Solicitors of The Champion Reef Gold Mining Company of India Ltd. and Ooregum Gold Mining Company of India Ltd., for submission to Government for their approval.

We would explain that having regard to the importance of the matter we have had these documents settled by Counsel, Mr. R. M. C. Munro, who has, as you may be aware, succeeded to the practice of the late Sir Benjamin Cherry who was responsible for the drafting of our more recent Law of Property Act.

When instructing Counsel we requested him as far as possible to adhere to the phraseology of the Memorandum prepared by Government dated the 6th day of February 1934 and only to depart therefrom in cases where there might be any legal ambiguity.

As we have been through and explained the draft Agreement and Lease to yourselves and the Committees of Directors representing the respective Companies, we think it is only necessary at this stage to draw your particular attention to the following points:-

- (1) In the Agreement and Deed of Variation the increased payment which the Companies agree to make during the currency of the existing Leases is described as "the new royalty"

In certain of the correspondence leading up to the agreement which has been reached with Government, we

observe that this increased payment has been called a "Premium". Seeing that it is an annual payment we suggest that the term "premium" is not quite appropriate, and from the point of view of the Mining Companies if the payment were called a "premium" the Companies might have some difficulty with the British Tax Authorities in continuing to treat the increased royalty as a deductible working expense from an Income Tax point of view.

- (2) Notwithstanding that rather a large number of documents may be involved, we consider that the most convenient course, both for Government and for the Mining Companies, is to deal with each existing lease separately and have a separate Agreement and Deed of Variation in respect thereof rather than to attempt to have a consolidation into one lease in respect of each Company of the mining blocks held by it.
- (3) We have thought it more convenient that you should in the first instance submit to Government the draft in its present form and that, when this has been agreed, the necessary variations in the recital, both to the Agreement and Deed of Variation, and to the form of Lease, should be made to deal with those cases where the existing leases have in fact been the subject matter of previous assignment.
- (4) For the same reason we have not attempted at this stage to deal with the question of the "parcels" to each lease and the plans to be annexed. We presume that the plans will follow, with necessary amendments to bring them up to date, the plans attached to the existing leases: but we suggest that you should ascertain from Government the course which they would prefer to pursue with regard to the preparation of the plans.
- (5) We have assumed that Government would prefer that the

new leases should, except where the terms have been specifically altered by the Government Memorandum, follow verbatim the wording of the existing leases, and we have adopted this course in preparing the present draft.

The marginal numbers are to facilitate reference from India to London when the draft is under discussion so that the drafts can be finally agreed in time to permit of the new leases being executed and exchanged before the 31st December 1934 in accordance with the bargain.

We are, Dear Sirs,
Yours faithfully,

(Sgd) HERBERT SMITH & CO.

MESSRS. JOHN TAYLOR & SONS,
6, Queen Street Place,
E. C. 4.

72 605 / Q. 7.

S. SHAMANNA. Esq., B. A.,
Financial Secretary to Government.

FINANCIAL SECRETARIAT,

Bangalore, Dated ^{20th} ~~19th~~ July 1934.

23

By Air Mail.

To

Messrs John Taylor & Sons,

6, Queen Street Place,

London, E. C. 4.

Gentlemen,

I am desirous to acknowledge, with thanks, receipt
of your letter dated 6th July 1934 with which you sent
six copies of Draft Documents in connection with the New
Kolar Mining Leases.

Yours faithfully,


19/7

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No.

29
one copy of the document together
with copies of ^{the two} letters, ^{one} from messrs
John Taylor & Sons & the other from the
Solicitors, may be sent to the
Govt Advocate for favour of remarks.
He may be requested to return the
file unofficially sent to him on 14.7.34
as there is no need now to prepare
~~with his remarks now called for on~~
the drafts ~~now in hand~~ as required
therein - Please put up a draft
accordingly

not
24/7/34

30
Df put up 31
Issue & resubmit
not
24/7

32
Sub? after time
Issued no. P. 397 d 25.7.34
33
Today Please issue a R to the G.A.
for return of the Sect file & enquire
when his opinion called for re: the
draft sent from England, may be
expected.

not
3/8/34

34
Df R: put up accordingly
35
Done
Issued no. P. 600 d 6.8.34

(x 6717/P)
↓
14/7

PIK SECTION
4-55 PM

Note - Contn Sheet.
TYPING SECTION
4. AUG. 1934
GENL. & R. SECT.

From,

The Govt. Advocate
no. 69 d 7.8.34 stating that the
opinion of the Ad. Secy does not seem
to have been obtained in the matter
and suggesting that it would be
advantageous to know where in
his opinion the draft embodies
clearly and in full all the terms
~~encompassed~~ contained in his memorandum
of Sub. for order.

¹³⁹
48

I am going through the
drafts received from London.
A copy was also sent to Mr. H.
for his views - His reply dated 7th August 1934
is herewith submitted for perusal and
orders.

(In Secy)

me
8/8/34

261/8/8/34.

38 ~~8~~
10/8/34

48570

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Secretariat

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[App. F. III—2

Je 261

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39

I have gone through the draft agreement and I find that all the points contained in the Memorandum of agreement have been incorporated in it, except para 8 relating to the larger employment of qualified Indian in some responsible places. Some provision in this matter also appears necessary, if possible.

40 I have got noted in the margin of the draft agreement (in pencil) the corresponding paras in the existing lease and also reference to the paras in the Memorandum of Agreement. The Law Section has to compare the draft agreement with the existing agreement, and see whether the additions and alterations other than those agreed to in the Memorandum, are necessary and can be allowed to stand, and also whether the changes made in accordance with the Memorandum are legally acceptable.

41. Pages 2 and 5 -- Lines 56 to 62 and Lines 182 to 188.

42 These provisions are not contained either in the existing agreement or in the Memorandum of Agreement. Whether these additions are necessary have to be considered.

43 Page 8 -- Line 291.

The words 'such consent not to be unreasonably withheld' have perhaps to be omitted.

44 Page 3 para 5 and page 9 para 26.

They contain some additional matter not contained in

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in para 33 of the existing agreement. Whether the additions and alterations made are necessary and may stand have to be considered.

As regards changes suggested by the Director of Geology and the Chief Inspector of Mines, it is perhaps desirable to get them for personal discussion, to see which of the points have to be ^{passed} ~~passed~~.

} This is being
attended to
separately
one

11/8/34

Returned with compliments to the Govt advocate.

The first member has fixed up an engagement with Mr. Nye for 5 o'clock on the 20th (Monday) at 3 P.m. He wishes to have ^{legal} ~~all the suggestions~~ ^{opinion} regarding the drafts as early as possible.

1578/34

Returned with Compts.

A copy of the existing lease was not sent with the file. The proceedings of the Govt (Feb 1910) containing a copy of it which the Hon. Secy. gave me for reference is here with returned.

I have noted in pencil in the draft some doubts which I felt. They may be considered.

17.8.34

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49

A personal discussion as suggested in the financial Secretary's note above, took place in the informal meeting held on Friday and Saturday the 17th and 18th instants in the financial Secretary's room at which the Director of Geology, the Chief Inspector of mines and the Development Secretary were present along with the financial Secretary and myself.

50 All the changes proposed by the Director and the Chief Inspector of mines as per tabulated statement were considered one by one and except as to the suggestion regarding the right of pre-emption in case of minerals, none of them were thought fit for being now raised for discussion and incorporation in the new leases. As for the right of pre-emption, the Development Secretary thought it was not of much importance but the financial Secretary suggested orders of the member being obtained thereon.

51 The draft agreement and deed of variation as well as the draft of the new lease received from London were then examined in detail and the following were the main points noted:-

52 1) The ~~the~~ negotiations for renewal as well as the drafts show that the renewal is only with respect of leases that expire in 1940. Out of the several mining leases now existing, all of them expire in 1940 except two, viz.

(a) The Mysore East Block Lease. This was given in 1915 for 30 years and expires in 1945. The lessees are the Mysore Gold Mining Co., Ltd. The lease is in the form prescribed under the Mining Rules, but the royalties payable are the same as in other leases, viz., the 5% basic royalty and 2½% dividend royalty. It would be inconvenient and also undesirable to leave this lease outside the scope of the present negotiations, especially in view of ~~the~~ para. 2 cl. (2b) of the draft agreement and the deed of variation and the corresponding provision in lines 182 to 188 of the new form of lease.

(clause 3 of old lease and lines 147 to 150 of the new draft)

not necessary

What are the leases for renewal)

t is therefore necessary that the lessees must agree to surrender this lease in 1940 ~~and take~~ and take it up under a new grant in the new form. The draft Agreement and Deed of Variation in respect of this lease requires suitable ~~of~~ alteration.

(b) ~~The Vyatarayanaswami block~~ - This was granted to Messrs. and then taken over by the Mining Companies by assignment. The lease is in a special form and contains covenants requiring royalty very much different from the other leases. The block is not being worked and it was considered desirable to leave this ~~the~~ lease as it is. *This expires in 1939 also.*

referring

2) ~~Re the plans and schedules~~ Mr. Suryanarayana Rao

(Plans &c.)

said that he would have all the boundary stones verified, so that their numbering description &c. may be brought up to date for being incorporated in the new plans and schedules now to be attached to the new leases.

3) In the Financial Secretary's memorandum of 6th February 1934, it is explicitly stated that "dividend paid to shareholders will be regarded as including all payments or bonuses distributed to shareholders in whatever form other than return of capital". In the drafts the language used is "dividends paid from whatever source and in whatever form other than as return of capital". This may not include payment made in the shape of bonus shares or otherwise because such payments being not "dividends", they may not be covered by "dividends in whatever form other than as return of capital".

B. Definition of Dividend

It was therefore considered desirable and necessary to have an inclusive definition of dividend itself instead of only a descriptive one as in draft. In lines 33-34, 173 and 421, therefore, the words "(from whatever source and in whatever form other than as return of

capital)"

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capital)" may be omitted, and after the word "dividends in lines 33, 171 and 420, the following may be inserted:—

"(which shall include everything from whatever source and in whatever form distributed to shareholders other than return of capital paid)".

51 (4) The Government Advocate remarks as follows:—

"The 'new royalty' is payable on the dividends paid or on the adjusted annual profits. The rate fixed is only with reference to the proportion of the dividend paid to their total paid up capital - what will be the position if in any year there is an adjusted annual profit but no dividend is paid or only a small amount is paid by way of dividend".

57 This position was considered. The situation contemplated is of course a possibility but it is not likely that the shareholders would be quiet if they receive no dividend or only a small one when in fact they see that the company has made a large profit. It is however probable that the companies may hereafter reduce the dividends to the barest minimum ~~x~~ possible and increase their reserves or other capital assets so as to increase the value of the shares ultimately. If the definition of "dividends" is altered as above suggested, it will to a great extent provide against such a possibility. The Government advocate suggests that column one of the 2nd part of the 2nd schedule may be altered so as to refer to the "proportion in any year of total amount of dividend paid by the lessees or the adjusted annual profits (whichever shall be the greater) to their total paid up capital".

*for Div capital
as dividend*

The basis on
which new royal-
ty depends.

The Financial Secretary's Memorandum of 6th February 1934 does not contemplate this and it was considered not possible now to propose this major variation.

5) Both in the memorandum as well as in the drafts, the royalty is based on the "dividends paid". In the existing leases the $2\frac{1}{2}\%$ is on the dividends "as and when declared and made payable by the lessees to the shareholders". It is not clear why the word "paid" is used for "made payable". On ~~an~~ a previous occasion, when these leases were renewed in 1910, the draft form sent from London made the "dividends paid" the basis of $2\frac{1}{2}\%$ royalty and Dr. Smeeth in his memo to the Dewan & (page 17 of Vol. II of the printed book) objected to this and said "There is no reason why Government should wait until shareholders claim their dividends - some may never be claimed" and the Companies ultimately agreed to the words "made payable" instead of "paid".

(whether Dividends
paid or those
made payable.

5A It was therefore suggested that the words "made payable" be substituted for "paid" in lines 33, 41, 59, 171, 179, 185, 420 and 425.

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~~It was therefore suggested that the words "make payable"~~
~~be substituted for "paid" in lines 22, 51, 59, 221, 178,~~
~~155, 129 and 122.~~

*Ad interim
Dividends*

60 (6) In the existing leases the 2½% royalty is paid as soon as a dividend is declared, so that in case of ad-interim dividends, payment of royalty is immediately received. In the new leases as also under the agreement, the royalty depends not on the rates of dividend declared but on the proportion of the total dividend ~~xx~~ paid in any year to the total paid up capital in the year. It is on account of this that the drafts as prepared in London, make the new royalty payable only once a year. It was considered that this would make the Government lose the interest which they would otherwise have got by ad-interim payments.

61 An alternative draft on the lines of the one placed below, was thought of in place of lines 167 to 180 of the London draft, but it was found not to provide for adjustments when the proportion of the total dividend for the year to the paid up capital was more than the rate of ad-interim dividends. The better course appears to be to add a proviso to clause 3 of para 2 of the agreement as also to ~~xxxx~~ sub-clause 6 of Clause 1 of the lease, that is add the following after "Lease" in line 81 and "year" in line 180:-

62 "Provided that if ⁱⁿ any year the lessees shall pay or make payable to their shareholders any ad-interim dividend

for a portion of the year, an ad-interim royalty on such dividends shall be paid to the lessors as and when such ad-interim dividend is declared and made payable, such ad-interim royalty being calculated at the rates mentioned in the third part of the second schedule, and the amount of ad-interim royalty so paid being treated as paid towards but in no other way affecting the royalty reserved or made payable for the year under this clause."

(7) The date of payment of royalty is put as "the seventh day following the adoption of the Date of payment of royalty. annual report and accounts of the lessees by their shareholders assembled in General Meeting" It was considered sufficient if this was substituted by ^{as & when} "~~the seventh day after~~ the dividend ~~for the year~~ is declared" This will apply also to sub para 3 of para 2 of the agreement, that is, lines 74 - 76.

63 - 72 and 189 - 198 provide that "the total paid up capital shall not be deemed to have been Increase of capital. thereby increased by an amount greater either than the aggregate sum which shall from time to time have been actually subscribed in cash to the lessees in respect of such new issue or than the total nominal value of the new shares issued (whichever shall be the less)". It was suggested that it is desirable to exclude from the total paid up capital, all issue of new shares even though they be in cash and at par, unless the new capital subscribed is actually used for purposes of

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working out the lessees' business in the Kolar Gold Fields.
It is not easy to see how this can be done when we claim
as royalty a portion of the dividends or profits from what
ever source derived. If, however, this restriction on
increase of capital is to be placed, the following will
have to be added after "issued" in line 197 and line 72:-

"or ~~that~~ such portion of the aggregate sum so sub-
scribed or of the nominal value of the shares so issued as
shall be actually used ~~xx~~ by the lessees for working out
the mining leases already granted by the lessors.

64 (9) The following verbal alterations are also suggested

- ✓ Lines 9 and 117. Insert "representatives"
after "successors"
- ✓ Lines 57 and 186 - 184 Omit the words "whether" and
"or hereafter to be granted"
- ✓ Lines 85-87 Omit all the words that come
after "Kolar Gold"
- ✓ Line 291. Omit "such consent not to be
unreasonably withheld"
- ✓ Lines 321 and 350, For "Civil Executive Officer"
put "Deputy Commissioner"

75-
(10) All the suggestions above indicated have been
incorporated in the printed copy of the draft (Flag F)
placed below.

W. J. Purandara
20/8/34

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b6 At the discussion with Mr. Myer, it is said that practically all the suggestions made above have been accepted by him, but ~~that~~ that it was considered that Sub clause 2 (c) and sub clause (3) of clause 2 of the Deed of Variation and the corresponding provisions in lines 167-180 and 189-198 have to be redrafted on somewhat different lines than those suggested in my note above. The redrafting it is said must be such as not require any alteration or addition in the Schedules.

b7 I herewith put up for consideration a draft to replace lines 63-72 and lines 189-198, about the increase of capital. The restriction regarding the issue of new shares being for the purpose of working out the mining area covered by the lease cannot be made by means of the addition of a proviso to the para as now drafted in London. If a proviso is to be added, the main portion has to be materially altered. This is, I think, avoided by the draft I have now suggested.

b8 As regards the revision of sub clause (3) and lines 167-180, it seems difficult to provide for an interim royalty as when

dividends are declared & made payable without having a separate schedule to define the rates corresponding to the rates of ~~the~~ ^{an} interim dividend.

As instructed, The Govt Advocate is requested to suggest a suitable draft as required and also give opinion on all the points raised in this note & in that of 20.8.34.

Govt Advocate with Complts

M. Nagaraj

23/8/34

Returned with Compliments .

A separate note embodying my views is enclosed herewith.

The draft furnished by the lessees does not contain any provision relating to the large employment of qualified Indians in some responsible places as pointed out by the Fin. Secy. This point may also be considered

M. Nagaraj

26.8.34.

^{1st} The member wants the file back by Saturday the 25th inst. Mf.

Note regarding Gold Mining Lease.

71

Re: Line 31 - the words 'shall be paid' may be changed to 'is made payable' I have also made a small verbal alteration in defining 'dividends.'

Re: Line 57 - the portion enclosed in brackets in pencil may be omitted or the whole of it retained.

After line 72, the following proviso may be added:-

"Provided (~~that such subscription in cash~~

~~or issue of shares shall have been made for~~

~~the purpose of working the mining area~~

~~included in this lease and~~) that no subscription in cash or issue of shares not meant for the purpose of working the premises comprised in this lease shall be included in ascertaining the total paid-up capital for the purpose aforesaid."

(The first portion of the proviso does not seem to fit in all right) *may I think be omitted*).

72

Re: Lines 73 - 74 - the following may be substituted:-

"The lessees hereby covenant with the lessors

that the ~~lessees will~~ (~~subject as aforesaid~~) pay

(a) ~~towards the new Royalty~~ (~~subject to final adjustment~~) ~~an~~ ad-interim Royalty ~~on any ad-interim~~ dividends as and when declared at rates equivalent to two-thirds of the rates mentioned in Part II of Schedule II to the Form of Lease set out in the Schedule hereto, which rates shall (for this purpose) vary in accordance with the variation in the proportion which the total amount of (such dividends) bears to the total paid-up capital; a n d

(subject as aforesaid)
new royalty shall be paid in manner hereinafter prescribed:-
(a) on any ad-interim dividend, as herein declared, payment in amount shall be made

(b) ~~The balance of the new Royalty~~
shall be paid ~~(in sterling)~~ on the seventh day follow-
 ing the adoption of the annual report
 and accounts of the lessees by their
 shareholders assembled in General Meet-
 ing, on or on the 30th June *of the year in which the new royalty is payable*
 whichever is earlier.

*a if the annual
 report & accounts are
 not adopted before the
 30th day of June of the
 year concerned then
 to which such report &
 accounts relate then on
 the said 30th day
 of June.*

Re- Lines 167 - 180 - the following may be substi-
 tuted:--

"And also yielding and paying in sterling in respect
 of any year during the said term for which any dividend
 shall be made payable by the lessees a Royalty on the
 amount of all dividends (which expression wherever it
 occurs shall include everything from whatever source and
 in whatever form distributed to shareholders other than
 paid up capital determined in the manner hereinafter
 by the lessees for the year in which the Royalty reserved or made payable
 provided) made payable by this clause is payable or on
 the 'adjusted annual profits' of the lessees (as defined
 in the first part of the Second Schedule hereto) whichever
 shall be the greater such Royalty to be payable at the
 rates mentioned in the second part of the Second Schedule
 hereto which last mentioned rates (as appears from the
 same part) vary in accordance with the variations in the
 proportion which the total amount of dividend made paya-
 ble in any year by the lessees bears to their total paid
 up capital in the same year."

74 Re: Lines 189 - 198: A proviso may be added on
 the same lines as ~~the one~~ ^{those} suggested to be added after
 line 72.

A new clause may be added after line 198 as follows:-
 "And the lessees hereby covenant with the lessors
 that the lessees will (subject as foresaid) --

3.

(a) pay subject to final adjustment towards the Royalty (hereinbefore reserved and made payable on dividends or 'adjusted annual profits') an ad interim Royalty on the ad interim ^{dividend} as and when declared at rates equivalent to the rates mentioned in the second part of the Second Schedule hereto which rates shall for this purpose vary in accordance with the variation in the proportion which the total amount of such dividend bears to the total paid-up capital; a n d

(b) pay the balance of the Royalty (hereinbefore referred to and made payable on dividends on 'adjusted annual profits') on the seventh day following the adoption of the annual report and accounts of the lessees by their shareholders assembled in general meeting or on the 30th of June whichever is earlier.

75
Clause 19 seems to be all right and is on the lines of the recognised standard forms.

Line 393 - After the word 'lessees', the following ~~should~~ may be added:--

"Or in the event of liquidation supervening, to an account to be prepared for the year."

Re - Lines 160 - 163, and Lines 223 - 226:--

The Royalty is payable on the net sale proceeds.

(What the position will be if any of the ores &c., remain unsold may also be considered if the point is of ~~sufficient~~ importance).

ma

Serial
No.

76

The file with Government Advocate's opinion was submitted to the Member on 27th August, when the pencil corrections indicated above were made. All these corrections were incorporated in a copy of the printed draft (marked 27-8-34). The following clauses with the modifications till now suggested were got separately typed and marked as follows:-

Deed of Variation - Cl.(2)(1) Typed sheet 'A'

Cl.2(2)(C) " 'B'

Cl.3 " 'C'

Lease Lls 167-180 " 'D'

Lls 189-198 " 'E'

After line 198 " 'F'

Cl(19) " 'G'

27
Meeting on 27th and 28th August

During the discussions with Mr. Nye on 27th and 28th August, the above drafts and other verbal alterations made in the copy marked (27-8-34) were discussed.

78 As regards the addition of the word "representatives" in lines 9 and 117, Mr. Nye said it was unnecessary as all cases were covered by "successors and assigns" and the Member promised to have this further examined.

79 As regards the substitution of the words "made payable" for "paid", Mr. Nye had practically no objection.

80 As regards drafts 'A' to 'G' what was really discussed were drafts A, B, C and G. Drafts D, E and F were

These drafts were
seen by the II Member
on 27.8.34.
Jed

merely alterations in the Lease corresponding to those suggested in A, B & C in the Deed of Variation and it was therefore considered that the drafting of these corresponding clauses in the Lease may be left over to the London Lawyers, which they could easily do after once we have settled the lines of A, B & C.

g/ Draft 'A' ^{was} read and passed over.

As regards Draft 'B', Mr. Nye suggested that it would be hard to restrict the increase of capital to the working of the premises comprised "in this lease" and that it must cover the working of all existing leases. This was agreed to and it was considered sufficient if for the words "in this lease" occurring in the third line from bottom in Draft 'B' the words "in any of the existing Leases" were substituted.

g/ ✓ Mr. Nye suggested that it had to be made clear by means of a letter or otherwise that Government would not object to any increase of capital in pursuance of a scheme of amalgamation, though such increase might be effected by issue of shares, not actually subscribed in cash. After some discussion it was understood that Government would have no objection to any such amalgamation, if, in their opinion, their interests are not in any way prejudiced thereby. A letter to this effect may issue in reply to a communication to be received from the Lessees hereafter.

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63

As regards Draft 'C', Mr. Nye said that he would not agree to the payment of the balance of the royalty on any particular day such as the 30th day of June etc., and pointed out the difficulty of finding out the amount to be paid in the absence of the annual report and accounts. Both the Financial Secretary and the Member insisted on the date being mentioned as otherwise in case no general meeting is held on account of the Company going into liquidation or otherwise, Government's rights to royalty would be defeated. Mr. Nye urged that Government cannot participate in the distribution of assets that may take place after a Company goes into liquidation. After much discussion, it was agreed that the question of liquidation might be considered further and provided for in a separate clause, the understanding being that after liquidation, Government can get only a fixed percentage of the profits that the Liquidator may realise from carrying on the mining business of the Company; but that for the period ending with the date of commencement of liquidation, Government should get their share based on an account to be made up for the purpose.

64 As regards Draft 'G' concerning Clause 19 relating to assignment, Mr. Nye represented that if there was no assurance that Government would not unreasonably withhold their consent, negotiations for amalgamation or assignment cannot be carried on and would be much hampered in its initial stages, when utmost secrecy would be required.

He therefore suggested that the ^{clause}~~clayse~~ as drafted in London may stand. The Financial Secretary said that it would then be necessary to add a proviso that Government could withhold their consent, if in their opinion, their interests would be adversely affected by the assignment. The matter was left over for further discussion.

Q The meeting was adjourned to Monday the 3rd September.

31st August 1934

Q Mr. Nye's letter of 30th August was received. He sends a provisional draft of the clause regarding liquidation, which he suggests to be added under para 2(2). This draft was examined and found defective in many respects. A new draft was prepared so as to make the net profits the basis for royalty for the year ending ^{with} the date of liquidation.

Meeting on 3rd September 1934:

Q Both Mr. Nye's draft and the draft prepared here were discussed. Mr. Nye did not agree to make the net profits the basis for royalty and wanted it to be only the adjusted profits, the rate of dividend being taken as the rate declared in the previous year. This was not agreed to by the Member. After discussion, it was agreed that the rate of dividend may be the rate of adjusted profits to capital so far as this period is concerned. Mr. Nye was promised that a draft would be prepared and sent to him in

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a day or two.

88 As regards the addition of the word "representatives" it was agreed that it was unnecessary

89 The clause regarding assignment was further discussed and Mr. Nye was told that Government's decision would be communicated to him after consulting the Government Advocate in the matter.

5th September 1934:

90 Draft 'H' was prepared to be added as sub clause (4) of Clause (2) to provide for payment of royalty in the event of liquidation. After approval by Member, copy of this draft was sent to Mr. Nye with Development Secretary's D.O. letter No.D.1654 dated 5th September 1934.

6th September 1934:

91 After discussion with Mr. Nageswara Iyer, a letter was addressed to Mr. Nye stating that the addition of the words "such consent not to be unreasonably withheld" would be open to objection, but that Government would not withhold their consent provided they are satisfied as to the assignees and also as to the Government's interests not being in any way prejudicially affected by such assignmen

92
Meeting on 18th September 1934:

Mr. Nye said that he had consulted his Counsel at London and that they objected to the insertion of a definition of "Dividend" in Clause (2)(i) as put in, in draft 'A' and especially to that portion relating to the return

of capital. He represented that no return of capital can be deemed to be dividends and questioned the necessity of limiting such return only to the return of paidup capital determined as in Clause 2(c). It was pointed out that if a portion of the profits were used for the return of other than such paidup capital, Government's share in the adjusted profits would be diminished in that the rate of dividend for this purpose would be less than it would otherwise be. Mr. Nye contended that it was impossible to return capital out of profits and such a case cannot arise. The point was asked to be examined further.

23 Mr. Nye intimated that his Counsel had no objection to accept the drafts 'B' and 'C' with the modifications agreed upon in the previous meetings. He said that they also accepted Draft 'H' regarding liquidation but suggested some alterations which Mr. Nye said he would not press.

24 As regards the omission of certain words in Clause 3 regarding special taxation on Kolar Gold, Mr. Nye said that his Counsel pointed out that those words were necessary, since otherwise the Lessees would be bound to pay such taxes under the covenant in lines 156-159 since the consequence of nonpayment might be a forfeiture of the lease. The Member however pointed out that the Covenant in lines 156-159 did not cover the case of taxation on Kolar Gold but only cases of local cesses or other taxes on lands

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No.

or buildings. Mr. Nye said that this was a matter for the lawyers to decide and suggested that the Government Lawyers might discuss this with his Counsel whom he would bring for this purpose at the next meeting.

95 It was also agreed that at such meeting the clause 19 regarding assignment might also be discussed and an agreement arrived at. Re: this Clause 19, Mr. Nye said that the London Lawyers were of opinion that the qualifications suggested were unnecessary and that the phrase "such consent not to be unreasonably withheld" was one which had a settled meaning by a long course of decisions.

96 The Member said that these 3 points viz.,

- (1) Definition of dividend in Draft 'A'
- (2) Omission of words in Cl. 3
- (3) Clause re- assignment

may be discussed at the next meeting to be held on Tuesday the 25th instant at 9 A.M. Mr. Nye would bring his Lawyer from Madras and the Government Advocate will be requested to be also present during the discussions.

97 Submitted for perusal & approval
First Member)

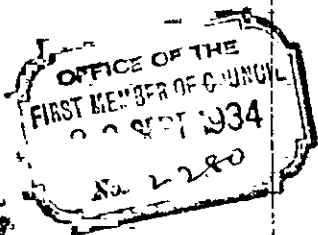
100p
19.9.34

98 in Mr. Nye's place. Nye can act as
the point (1) above?

by
ML

100 Discussed with member

100p
24/9



Shown the file to the
Govt Advocate on 24/9
+ gave him copies of the
necessary papers -

Discussed with 8A
NOTE - Contn. Sheet. on 23/9

ml
24/9

Letter dated 20 Sept^r from Mr Ralph Nye
suggesting that the agreement and deed
of Variation may be got typed & made
available with all the modifications
required by Govt up to then for purposes
of discussion on Tuesday the 25th.

Reply to Mr Nye

191 The Agreement and deed of Variation
amended in the form ~~which was~~ suggested
by Mr Nye was got typed today and
was ~~discussed~~ read and discussed
at today's meeting with Mr. Ralph
Nye at which Mr. Small and the
Govt Advocate were present.

✓ Definition of dividend in cl 2 (3): — (Draft A)

The words "paid up" before capital
and the words "determined in the manner
hereinafter provided by sub-clause 2(c) of
this clause" occurring after, were agreed
to be omitted.

192 Clause 2 (2)(c). (Draft B)

For the words "in any of the
existing leases", the words "in the
existing lease or in any other lease
now held by the lessees from the lessors".

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No.

were agreed to be substituted.

104 - clause 2 (3) a (Draft 'C')

Instead of "any ad-interim dividend"
the words "on any amount distributable
as ad-interim dividends" were agreed to be
put in.

105 - cl 2 (4) (b) (Draft 'H')

Slight verbal alterations were
made

106 - cl 19 re assignment:

No agreement was reached.
we don't agree to the insertion of the words "such
amount as the minority may withhold"

107 - Second Part of II Schedule to the Lease

A note to cover cases of
declaration of dividends free
of income tax was agreed to
be added on.

108 Four typed copies of the Agreement
& Deed of Variation ^{as finally agreed} & also four copies
of cl 19 as foot want it & the note to the
referred to above are placed below
as directed.

First Member)

NYP
25/9/34

109 Copy - initialed by Mr. Nye on 26.9.34
The First member directed that the copy may

Renewal of the Kolar Mining Lease
858
1905
D

File No.

of 193

General and Revenue
Secretariat

Shown to the II member for approval before
it is initialed ~~by~~ ~~the~~ on behalf of Govt.

-- Submitted

II Member)

1874
28.9.34.

II approved

1874
28/9/34

III First Member)

1874
28/9/34

✓ a telegram to the Kolar Mining Co.
in reply to one of the copies with the
initials of the Secretary may be handed
over to them

1874
28/9/34

D.O. No. 2357 Dated 28th / 29th September 1934

To Ralph Nye Esq.,

Messrs. John Taylor and Sons' Committee

Forwards the draft of the Deed of Variation
for incorporating consequential changes and
sending a final draft for the approval of Govt.



D.O. Letter dated 18th October 1934 from Ralph
Nye Esq., acknowledging receipt of the above
Submitted for kind perusal. It is for favour of
orders if the receipt of the final draft of the Deed
may perhaps be awaited.

P. A. D. is said to have
been perused by the
Under Secretary on
10.10.34
vide P. 472.

115
1874
20/10/34
1874

Serial
No.

14

Letter dated 23rd Nov. 86 from
Thomas John Taylor Esq., London
accepting all the changes suggested by the
Myone Com. in the draft deed of
variation in connection with the new
bales.

116 For panel
First three
three H. Sec
Dew are

Mr. .
3.12.74.

- 117

118
May be suitably acknowledged
(The new deeds have been signed
and registered before 31st Dec)

ku
3/27 m

119 7m 8

4-12-34

Keep speaking home

Ans. See
Laplace.

Mr
G. I. Z. St.

120. Please put up draft letter to Mr Small
of Texas Monthly & Small (Whitaker) Press
advise that they have received arguments
in regard to the further work to be taken
in the matter of the execution of the same

Mr
U. L. Mc.

No. 44.783.

2724

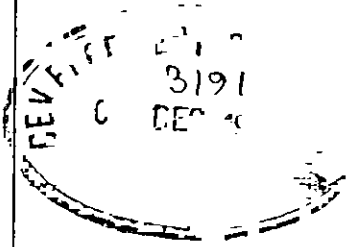
File No. 60

of 1934

General and Revenue
Secretariat

1st Subd with a draft- for approval.
Sd/- RB
5/12/34
Secy (Secy)
12th Dec
6/12/34

12th request two drafts attd.
M.V.
7/12/34



To, Mr. H. M. Small
Co. Messrs Moresby & Thomas, Madras
no 3785 dated 7/12/34.

15

Request him to inform
whether he has received any
instructions in regard to the further
procedure to be adopted in this
case.

To, Messrs John Taylor & Son, London.
no 3784 dated 7/12/34.

16

Acknowledges the receipt
of letter dated 23/11/34.
From Messrs Moresby & Thomas, Madras
no - dated 11/12/34.

17

State no instructions or documents
have yet been received by them &
expect to receive the same by Monday

next
12th Subd for perusal with ref to the Secy &
all orders dated 11/12/34. No receipt of the
final draft of the deed of Variation

1952,
Renewal of the Kolar Mining Leases 2859

General and Revenue
Secretariat

File No.

of 193

[App: F. III—2

Serial
No.

will be avoided if approved.

By H.D.
13/12/34

125 Yes
13/12/34

18

From Messrs John Taylor & Sons, London.

Letter dated 7/12/34.

Conveys the explicit assurance
of the Directors of the four Kolar
Companies of the intention to implement
the agreement in a spirit of fairness &
equity in regard to the possibility of the
rate of future dividends.

126 Order on the P. U. D.

" I am member ... Compliment ... Kind
pleased: The letter has to be
acknowledged + correspondence submitted
for His Highness' information

127

Dated M-9. 17/12/34

" Derby with Compliment. Early.
Please put up draft to go by this week's
mail

Dated K. M. 17/12/34.

128 For pleased

Dated by main Compliment - Dated M.V. 17/12/34

129 " S.S.

130 ' Draft to-day -

" M.V.

131 " W.C.S.

296V
2969Serial
No.

Two letters from Messrs John Taylor & Sons
dated 7th Dec about new deeds &
payment of royalty submitted for
perusal.

First Member
Dewan

132 MW.
17.12.34.

133 Took Examined & approved very early
the documents have ~~the~~ executed &
submitted before the end of the month

17/12

134 MW
17-12-34

135 Ant-Seng Law Dept. I shall personally explain
the matter that the date
has been changed to 28. Feb.

MW.
17.12.34.

136 The previous replies (ie the file concerned)
may be put up today.

Dev Br)

136

17/12

137 Drafts asking endorsement to Messrs Horesby Thomas who kept up this evening. The file got from the Messrs Taylor's. It may be a white horse. I shall like to speak with Mr. this evening.

138 Ref. paras 130 & 137 .

Subd into three drafts - as directed

See

17/12

Letter Dated 17 Decr 1934 from Messrs Horesby & Thomas, Solicitors Madras.

139 Before the several points urged in the Solicitor's letter ~~and~~ as well as those arising from Messrs Taylor's letters are examined, letters of acknowledgment have to issue as already ordered.

140 Three drafts are put up for approval. After issue, the case will be examined further and submitted ~~early~~ immediately.

Dev S. E. G.)

me
18/12/34

291-7

Serial
No.

141

Three drafts submitted for approval.
A D. S. R. will be submitted as soon
as the letters issue.

The examination of the drafts will be
expedited.

Further
Dewan

Mr.
18.12.34.

142
Mr
19/12

143
Mr
19-12-34
Mr
20.12.

144
Same & re-submit.
Sec
29/12/34

145-

Sub with a D. F. R. as covered by the order
by Law Secy-

by
24/12
Dew - Secy)

146 Sec
29/12/34

147 Submitted with D. S. R.

Dewan

Mr.
27.12.34.

148
Mr
28-12-34

OFFICE OF THE
HRS. No.
19 DEC. 1934
No. 4961

D. S. R. OFFICE
19 DEC. 1934
No. 3386

TYPING SECTION
4.50 PM
20 DEC. 1934
SECT.

3698/24/12

DEWAN'S OFFICE
28 DEC. 1934
No. 3551

Submitted to His Highness.

Subject - Renewal of Kolar Gold Mining Leases.

149

V
X, Y, Z
In continuation of my Note dated the 8th ^X March 1934, I submit for His Highness' gracious perusal ^X three letters dated the 7th December 1934 received from Messrs. John Taylor and Sons, London, which show that the Mining Companies have agreed to all the terms suggested by Government.

150 The drafts of the new agreements sent are being scrutinised and a fuller note will ~~be~~ submitted for His Highness' orders in due course.

M. N. Suman

Bangalore,

D E W A N.

28th December 1934.

Record of Cases submitted for the Orders of
His Highness the Maharaja.



157 Subject.

Renewal of Kolar Gold Mining
Leases.

153
(
gr.
—
1-1-35-
154
R2
21/25 — 351

152 Order.

KRW
31/12/34
—

3746-934
P-1334

29

356

General and Revenue
Secretariat

155-

SUBJECT:-

Renewal of the
Kolar Gold Mining Leases.

(*)

31. All urgent or confidential files returned with His Highness' orders may in the absence of instructions or indications to the contrary, be ordinarily circulated to the Members of Council for perusal after the issue of orders.

33. The Secretaries concerned should see that orders in the cases referred to above are issued at once and that the files are returned immediately after to the Chief Secretary for circulation to the Members.

34. In all other cases, the files will first be circulated to the Members of Council at Head-quarters and then sent to the Secretariat concerned for the issue of orders.

Circulated to Members of Council for perusal of His Highness' orders before ~~after~~ issue of orders. (Vide Rules 31, 33 and 34 of the Subsidiary Rules for the conduct of business of Council in the Manual of Council Rules and Procedure.)

R. Sankar

Chief Secretary to Government.

15-6

Through the Secretary to Government,

Sec Department.
MW.
2.1.25.

15-7

FIRST MEMBER OF COUNCIL (on leave)

15-8

SECOND MEMBER OF COUNCIL.

4546

31/1/35

NOTE.—Contn. sheet.

15-9

J/102
3
Jev. Secy with-Concepts

160 MW.
4.1.25.
141
RR
31/1/35

3762
F.

2467

General and Revenue
Secretariat

File No.

of 193 .

[App. F. III—

Serial
No.

File Received
from Dev. Secy
10/12/12

162 Flag "P" sent with messrs. John Taylor's letter of 7th December is an exact copy of the Deed of variation and Agreement as initialled by Mr. Nye and the Government. The alterations now made are shown in red ink and the print copies incorporate all these alterations. A reference to "Flag P" therefore facilitates an easy understanding of the alterations made in London. In Messrs. John Taylor's letter, reasons are explained for certain of the alterations made.

NOTE—Contn. Sheet.

It is clear from a perusal of the letter as well as the typescript copy "Flag P" that there are no alterations in essence. The modifications made in certain of the phrases and words are, I think, quite acceptable. They make the meaning clearer without in any way changing the intention.

163 The date for executing the new leases which form the schedule to the Agreement is extended up to 28th February, 1935 to afford sufficient time to get things ready.

164 As regards the new lease itself, the companies have accepted our suggestion to delete the words "such consent not to be unreasonably withheld" from clause 19 relating to the power of assignment. They however ask for an assurance that in the event of any of the Four Companies discontinuing business the surviving companies be given the first opportunity to negotiate for the assignment of its leases on such royalty --- terms as may be agreeable to Government at the time. In the Development Secretary's letter of 6.9.1934, an assurance has practically been given that Government would not withhold their consent provided they are satisfied as to the assignees and also that their (Government's) interests are not in any way prejudicially affected by such assignments. The assurance now asked for is more specific and in view of the ready

3.

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No.

PL (2)

manner in which the companies have reciprocated to. our letter of 29th September 1934 regarding rates of dividend, I think we may give the assurance asked for.

PL (2)

165. The other modifications suggested in clause 21 and in the 2nd part of the 2nd Schedule are quite acceptable. Excepting that the full stop in line 246 has to be omitted, the clause relating to the royalty on dividends in the new leases as drafted in lines 213 to 292 is in order and may be accepted.

166 Messrs. Moreby and Thomas in their letter of 17th December want

i) the exact form of words to be inserted in the testimonium clause at the end of each lease so far as such form relates to the execution of the deeds on behalf of Govt.

ii) confirmation that Government will not require separate drafts dealing with each individual ~~mining~~ ^{mining} block to be submitted to it for formal approval but that it will be content to receive in due course the actual engrossments for approval and execution, as otherwise further heavy expenses and loss of time will be incurred.

iii)

4.

iii) information regarding the full designation and address of the Deputy Commissioner referred to in the Stamp Regulation, as they intend to get an adjudication regarding the duty payable on all the documents.

167 Re (i), I think it is enough if we adopt the same language as was used in the old leases of 1910 and which is as follows :-

"In witness whereof
the Dewan of Mysore acting for and on behalf of
Lessors"

This of course means that all the documents have to be signed by the Dewan himself and duly attested.

168 Re. (ii) This suggestion may be agreed to, since Government retains the right of approval to the final engrossments.

169 Re. (iii) The Deputy Commissioner, Bangalore or Kolar may exercise the powers under Section 31 of the Stamp Regulation and give the necessary adjudication. This adjudication may not be really necessary in this case and Government would be satisfied if the documents are stamped in accordance with legal opinion that may be taken in the matter.

But

Pt (4)

Pt (5)

2969. Dev 3746
P

General and Revenue
Secretariat

File No.

of 193

[App. F. III—

Serial
No.

5

Pt(5).

But if the Solicitors insist on the adjudication, the Deputy Commissioner has to be told confidentially that he may consult the Law Department before giving his adjudication in the matter.

170 Points for consideration & orders are noted above as Pt(1) etc - The file will now, if appd, be sent to the Govt Advocate for favour of concurrence with the above note or further opinion, if any.

Dev Secy)

100P
7.1.35

171 This may be sent to the G. A. This may be obtained as early as possible. We have been a reply soon

172

Forwarded with compliments to the Govt Advocate. The matter may kindly be treated as very urgent & the file returned as early as possible.

100P
7.1.35

100P
For Gen Secy 7/1/35

173

I agree. The file is returned with Compliments.

100P
14.1.35

File No. 600

3746
P

of 1934.

General and Revenue
Secretariat

174

to the Plasas (Missions)
A draft accepting the final
drafts of the deeds sent from London
is herewith put up for consideration

Dev Secy

1802
16/1/35

175

Draft maybe affd

in First Member.

Dewan.

1111.
16.1.35

176

176
17/1/35

177
17-1-35

177-1-35

18.1.35

178. Issue

1871/35

To Messrs. Messersby & Thomas.

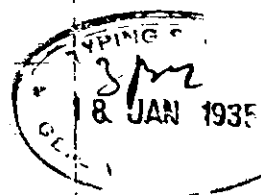
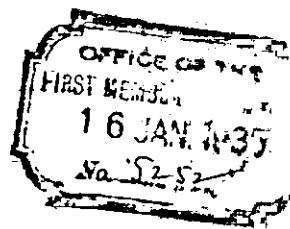
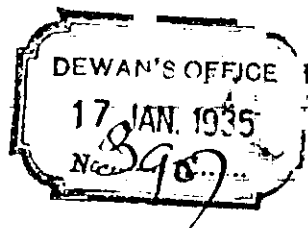
24.

Messrs. D. 4620/Encl. 8 24. 1. 35

Less. final copy of the Deeds of Variation &
as a mining lease with certain suggestions

No. D. 4621-22 & 21. 1. 35

Copies to the Director of Geology & B. S. Mines
& Explosives.



Serial
No.

25

Letter dated 23/1/35-

From Messrs Moresby & Thomas & Co

Acknowledge the receipt of the letter in serial 24 above

(179) Subd for perusal. With reference to para 174 above.

(180) They propose to send the engrossings of the various leases, on receipt, first to the W.C., Bangalore, for being duly stamped and then to Govt for approval and execution.

(181) In this connection, kind request invited to pass the last sentence of para 169 above whether the W.C. may be addressed for & des.

fil

UP

182

Dev. Secy)

deg

25/1/35

25.1.35

(183) New draft of draft of the W.C. letter to be

MW. 26.1.35

deg

(184) Subd with a draft W.C. for approval

fil

28/1/35

185

Dev. Secy)

deg

28/1/35

by

28/1/35

187

Revised draft for approval

For forwarding

MW. 29.1.35

deg

188

[Handwritten signature]

MW 30.1

Forwarded no 4829

d 30/1/35

189

Issue

deg

31/1/35

Note-Contn. Sheet.

31 JAN

4-30

for me

W.

4341

OFFICE OF THE
FIRST MEMBER OF JNGIL
30 JAN. 1935
No 5600

DEVELOPMENT SECRETARY
4391
28 JAN. 1935

86

A simpler letter will be, I think - A draft of it is accordingly put up

Dev Secy) MW 29/1

File No. 60

of 1934

General and Revenue
Secretariat

190 The documents - have to be ^{finally} approved &
executed ^{by Govt} before 28th Feb 1935. If
approved, a reminder will be sent to
the Solicitors at Madras. (vide Serial 25 above)

84 A draft is also put in for consideration

18/2/35

191 Issue
13/4/35

Reminder issued.

No. D. 5480 of 14.2.1935.

Letter dated 15 Feb 1935 from Messrs
John Taylor & Sons thanking Govt for the
disposal of the question re: renewal
of leases and inviting attention to
their letter of 7th Dec^r on the question of
the position in re: assignment clause
& requesting for acceptance of the
suggestions made therein -

27

Letter dated 25 Feb 1935 from Messrs
Muesby & Thomas Solicitors stating that
they have received the documents & stating
that the time for execⁿ may be extended
by agreement of parties -

28

192 Re: Messrs John Taylor's letter,
kind refce is invited to para 164
supra. I think a formal letter giving

which is fixed
now to be before 28 Feb 1935

PUDI

OFFICE

1935

Serial
No.

The assurance required may be issued now as suggested therein -

193 Messrs Moresby & Thomas, Solicitors, say that if the documents just now viewed by them have to be executed before 28th Feb as originally fixed, the documents will have to be executed and exchanged and then sent for adjudication of Stamp Duty under sec 41 of the Stamp Refⁿ. There is of course no legal objection to do this - But I think the ~~final~~ documents have to be scrutinised with ref^e to its Schedule, etc, before they are finally executed by the Dewan on behalf of Govt. This means that they cannot be executed before 28th Feb. The time may therefore be extended up to 31st March 1935 by mutual agreement of parties -
~~The Govt.~~ If this is approved, the Solicitors may be informed that Govt have no objection to ~~the~~ have the time extended up to 31st March 1935 -

Dev Secy)

M.P.
26/2/35

194 P maybe affd

Ferttamber)
- Dewan)M.V.
26.2.35

196

195

M.D.

26/2/35

197

26-2-35

26.2.35

4033
u.s. 1

ged File No. 60

of 1934

General and Revenue
Secretariat

198

Subd. with a draft for approval.

26/4/35

199 Issue
26/4/35

To, Messrs. Messers & Thomas, Madras.
No. D 5729 dated 27/4/35

29

States that the Govt. will have
no objection to the time being extended
up to 31st March 1935 for final
approval & execution of the documents.

200 Subd. with ref to paras 193 & 194 above.

No D 5-736 d 27/4/35
Copy to the G.C.
Bangalore

The time for the execution of documents
has been extended up to 31st March 1935.

Orders are solicited in regard to para 192
above. In this connection kind ref is invited
to page 3 of letter dated 7/12/34 from Messrs
John Taylor & Sons & also to para
164 above.

203

Please put up a
draft
5256
1-3-35

201 Messrs. Messers & Thomas have
requested to be informed as to when Mr.
Small may attend at Bangalore for the
formal exchange. This is also for info.

204
We may
await P.O. D 4
their
further
info.

28/2/35

Secy.

202
1/3/35

4001

Serial
No.

205 Subd with a draft for approval

GP

2/3

206 I have revised the draft -
We have now received seven parcels
of documents. Both the Chief Inspector
of Mines & the Director of Geology may
go through these documents carefully
and say whether the plans, - schedule,
- other details are correct. Afterwards
we might fix up an engagement
with Mr. Small to get the documents
executed.

Dev Secy)

1884
2/3/35

207 Fair draft - also a ^{advis-} letter to the
Chief Inspector of Mines. a ^{advis-} reply
will be sent.

1884
2-3-35

208
2/3

1884
2/3/35

30

From Mess Messby & Thomas

Dated 27/2/35 -

~~Advised~~ that seven separate registered
& unregistered parcels & eight documents

31

From Mess Messby & Thomas

Dated 1/3/35 -

Acknowledges the receipt of the letter no
dated 29/2/35

9 Subd with ref to para 207 above.

Subd with three drafts for approval.

84
73

Dev. Secy;

40

24/3/35

21

pm
2/3

20-

Letter with C.F.S. & S. W. L. S.

may issue and the file then

submitter the 18.11.1934 for

personal approval of the draft letter

to John Taylor & Sons.

W.

3.

To, The Chief Inspector of Mines &
Explosives

32

no D 5893 d 24/3/35.

Two seven packages containing
documents & request that these
documents may be examined & copied
in consultation with the Dir. of Geol.
& a report as to whether the plans,
schedules & other details are correct may
be sent so as to reach Govt. on or before
the 10th instant.

no 5894 & ~~For~~ copy to the Dir. of Geol.

To, Messrs. Messrs. & Thomas.

33

no D 5909 d 4/2/35.

Acknowledges the receipt of

Serial
No.

the two letters in nos 30 & 31 above
213 Subd. in reg to para 212 above
A doc for draft - to Messrs John
Taylor & Co. is put up as desired for approval

413 214 (1st member)

212/191

215 approved by 4/7/35

5.3.35

216 Issue 5/3/35

In reply to Thomas
d. 6/3/35
A check is made of the
receipt of the letter
in no 33 above

34

To, Messrs John Taylor &

no D 5964 - d 7/3/34

Quintessence reference to letter no 44
d 6/9/34 addressed to Mr. Mye &
re-affirms that, in the event of any
of the four Companies discontinuing
business, Govt. are willing to give
the first opportunity to the surviving
Companies to negotiate for the
assignment of its lease on such
royalty and other terms as may
be agreeable to Govt. at the time

35

From the Chief Inspector of Mines
I please to say that on 12/3/35
submitted a report called for

in serial 32 above

21 Subd with ref to paras 206 & 212
above

22 The Chief Inspector of mines
~~being~~ reports that the plans, schedules
and other details have been duly
verified by him in consultation
with the Director of Geology and that
except to the small alterations
noticed & explained in his letter
the documents are all right &
~~correct~~ in accordance with the
final draft duly approved by
Govt.

23 The alterations noticed above
are mainly in the documents relating
to the 11 blocks mentioned in the
Chief Inspector's letter and are
necessary since these blocks have
been the subject matter of various
agreements

24 In the agreements relating to
the Mysore East Block & the East
Byatarayanahalli Block, certain
additional clauses have been
introduced so as to bring these cases
in conformity with the other cases
in the K G 7 area. The history of these
blocks are noted in para 52 supra

Serial
No.

And as suggested therein, the agreement in respect of the Mysore East block is so drafted that the lessees agree to surrender the lease in 1940 and take a renewal thereafter on the same terms as the other leases. As regards East Byatarajanaswami Block, the existing lease expires in 1939. In the agreement it is proposed to continue the existing lease till 1940 & then to let it renewed on the same terms as the other leases. These changes with respect to these blocks may be accepted. As re: East Byatarajanaswami Block, the Chief Inspector says that the Schedule of Boundaries is incomplete - But it has been so from the time this ~~the~~ block was leased out to the original lessees. The incompleteness only consists in the boundaries being indicated by description & not regularly marked out by stones as in other cases. After the lease is now executed, the Chief Inspector may be requested to take steps to get the boundary of this block defined & marked out. But this does not in any way prevent the documents now being executed & presented for registration. There are in all 20 agreements.

and 20 leases, each having a plan attached, to be executed. Each of this document has a duplicate and there is a third set of duplicate plans.

20 in number for ~~execution~~ being lodged with the Registrar - In all there will be therefore be 180 plans, 80 documents and 100 plans, at which the signature of the Dewan will be necessary.

In certain of the plans, there is a place left for signature by the Director of Pology in addition. Perhaps, this seems to have been added by the Chief Inspector. The Director may be asked if his signature to the plans is necessary & if so all the plans have to be signed by him also & not only some as now marked by Mr. Suryanarayana Rao.

In their letter of 27 Feb, the Solicitors say that Mr. Small will sign the plans on behalf of the Companies -
~~do not know~~

A date may now be fixed for execution of the documents by the Dewan and Mr. Small may then be informed when he has to come here to take delivery of the documents.

~~12th - 180.~~

180 equalized by
the Deewar

80 as documents

2100 as bonds

The Small of These

Thorsby & Thomas & Decker

like these will be present

Convenient date or dates

may kindly be obtained

mm

Subs for order
ca
24/3

mm
27/3

Serial
No.

The question of Stamp duty etc
is being considered separately
in the Law Dept.

Dev Secy)

1874
22/3/35

After approval by the Member,
the Dewan's answer will be sent
and intimation sent to Mr. Small.
The Packet containing the documents
relating to Mysore Fort & the
Byatara and many blocks are
placed in the file.

For Member

1874
22.3.35

1874
22/3/35

Private Secy
Dewan with an

1874
22.3.

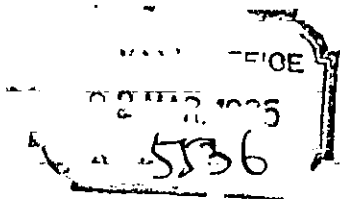
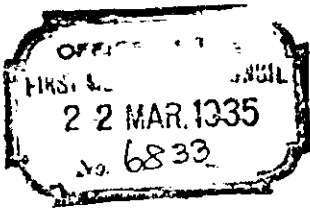
on 22/3 at 4/30.

1874
22/3
1874
22.3.

Please issue the draft letter
to the Solicitor General

1874
22/3.

Ind. No 36187 d 22/3/35



3746/35
✓
u.r.
u.r.

File No.

of 193

General and Revenue
Secretariat

27 Documents signed by the
Dewan on 25 March 1935
and handed over to Mr.
Swall on 26th for presentation
to the D.C. re: adjudication
of stamp duty.

1004
28/3/35

28 To, the Protection Br. W.C. for kind
stating whether the documents have
been registered & duly stamped

100
4/5/35 1004 have not yet I think. They
are before the D.C. for adjudication.
Please enquire. 1004
8/5/35

100 Dfr enquiring int? for appo
152
9/5

100 Issue
1004
10/5

To.

Re D.C. B.L.

no. p.b. at 11.5.35 enquiring whether the
documents have now been duly stamped
& regd.



S. A
17/5

From..

The D.C. Blane
no. 89/34-35 d 14.5.35 intimating
that the many duties have been cleared
and the solicitors as Messrs as being
informed to send the amounts and.
that after the receipt of the many the
solicitors will be instructed to have the
documents regd.

232 Submitted for perusal are ref^{ce} to
para 229 supra.

15/5
233 (New Bar) 17.5.35
reg

234 Subd. for perusal. info reg to para

8/5 228 above.

23/5 my

235- 23/5/35

The Anti-Boycott Law
denotes that the D.S. &
is not necessary

-91-

~~Subd. into and S.A. for perusal~~

236

27/5 my

28/5

To, The Protector W.C. for kind
stating if the documents have
since been duly stamped and registered

SV

16/7

K.P.

16/7

237

Law

16/7

16/7

app? a separate

150

WpV

File No.

of 193

General and Revenue
Secretariat

238 The Dir. Br. may be requested to obtain
the information required from the D.C. Bho.

150
17/7.

239 We have no information on the
point - The D.C. may be addressed
to the matter.

Dir. Br.)

1804
17/7

240 Subd. Secy. a draft engineering for approval

Secy
22/7

241 Issue
Secy 24/7/35 -

To D.C.

Bangalore St.

No. 539 & 25.7.35 asking if the documents

have been duly stamped and registered.

41-

From

Messrs Messy & Thomas, Madras

dated 27/7/35

42

Inform that Mr. Small

attended at the St. Magistrate's office,

Bangalore St., on the 18/7/35 and

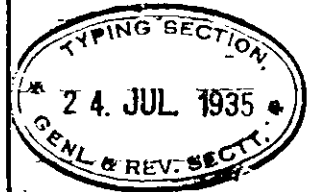
duly registered the Deeds of Variation

& the new leases on behalf of the

Company & that as soon as the

registration of the documents is complete the duplicates

thereof will be handed over to him (Secy).



43

From the D.C., Bangalore

no Stamp duty Ref 89/34-35 d 29/7/35

Inform that the stamp duty on the lease was fixed at Rs 1,157 635-80

which was paid by the companies, that lease was therefore certified on 10/6/35 to have been duly stamped & that they were ^{also} presented for registration & execution admitted on behalf of the companies on 1/7/35-

see the two letters (P.W.D I & II) are submitted for perusal.

For ^{the} ~~the~~ (Secy Secy)
31/7 243

243
31/7/35

244 For perusal

For the
Dewan

244
28.7.35

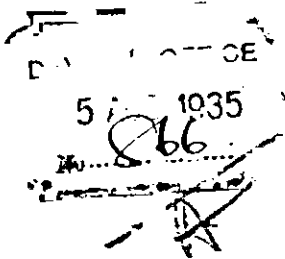
245
578

246
578-35

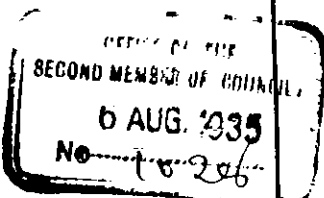
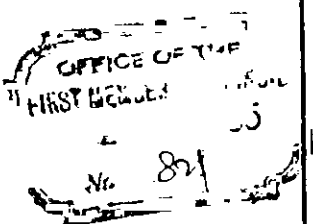
247 Secy Secy.

247
6.8.35

1/8
7.8



699
31-7-35



463√478√1432√1481

File No.

of 193 .

General and Revenue
Secretariat

248 Subd. ~~Charge etc. papers~~ ~~be filed~~ ~~under~~?
Kind ref is invited. Ltr dated
12/1/35 27/7/35 from Messrs Massey and
Thomas (vide serial 42 above)
The duplicates have not yet
been handed over to this office.
Orders are solicited as to
what further action may be
taken ~~in~~ in the matter.

249 The firm may be addressed
in the matter.
12/1/35
27/9/35

250 Subd with a draft for approval.

16/9/35
257 Issue
26/9/35

Document D 1989 dated 19-9-35

Letter d 20/9/35 from Messrs Massey &
Thomas.

It is stated that the documents have

not yet been received back from the

Registrar, Bangalore, after registration of

251 Subd for physical intn ref to para 249
above

252 25/9/35

12/1/35
24/9/35

SECTION
16. SEP. 1935
NL & REV. SECT.

Sms B for a week
25/9/35

Serial
No.

46

From the B.C., Bangalore

No C.R. 584 / 34-35- d 24/9/35-

State that the work is progressing
and is expected to be completed by about
the middle of Nov when the documents
will be returned to the presenters

254 Subd for personal

for RD
26/9 255 (1st member)

26/9/35

256 1/10
MNV
2/10
ing

47

From Mess Messby & Thomas, Madras.

Letter dated 30/9/35-

Request that the figures adopted
for royalty- and supplemental royalty-
separately in respect of each book may be
furnished

257 Subd with a draft to the Chief-Inspector
of mines and Explosives for approval or

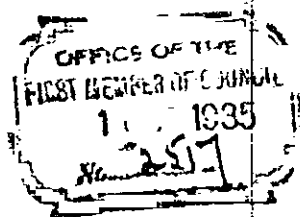
for RD, other orders 258 - Issue

3/10

48

Letter No 2484 dated 16/10/35 to the Chief
Inspector of mines calling for the to be furnished

Letter dated 25/9/35
from Mess
Messby &
Thomas.



From the Chief Inspector of Mines & Explosives

49

No 756 dated 24/07/35-

Submit- a report called for.

Subd into 2 para 25-7 above.

Messrs Messy & Thomas, solicitors ^{have} requested to be furnished with the figures adopted for royalty- and supplemental royalty- separately in respect of each block. ~~the~~ ^{the} Chief Inspector of Mines and Explosives. He now thinks- that the information asked for can be furnished separately in respect of each (old) mining company & not in respect of each block. He has furnished a statement showing the actual revenue derived in 1934 under Basic royalty, supplemental royalty, front rent & cess ^{for} 1934.

The Joint Secy may perhaps be consulted in the matter

SP KP
29/10

May be referred to the Law Section where it is understood the previous papers relating to the same question were dealt with.

30/10/35

2630-735
P

General and Revenue
Secretariat

File No.

of 193

[App. F. III-2]

Serial
No.

P. 4-D.

To The Protector Br. W.C. for kindly looking
the Chief Inspector of mines with it-enclosure (the solicitor's letter)
and returning the file

RE
307/10

K.P.
20/10

The letter referred to is returned here and will
be marked up accordingly.

Dev. Br.
W.C.

1SD
2/11

RE
2/11/35

Subd. - No further action seems to be
necessary on this file and if approved this
will be recorded as 'A' collection and copies of
the lot printed

2/11 K.P.

yes
2/11/35

Subd. Mr. Small of Mess Hardy & Thomas
came to this office on 26th instant and handed
over the duplicates of the documents relating
the renewal of K.F.F. lease. 40 duplicates
were received (vide the list filed). Kind reply
also invited to letter d 2579/35 from Mess Hardy &
Thomas (File 4).

And after acknowledgment of approval
these duplicates will be sent to the D.I. for
file.

About 200 more copies of one of the duplicates
may also be got printed for reference in this
office as well as in the office of the ^{Chief} ~~Chief~~ ^{Inspector} of mines & Explosives, ~~and~~ ^{for supply of copies to the State}
the chief Inspector of mines & Explosives, ~~and~~ ^{for supply of copies to the State}
~~the~~ ^{Two} drafts are put up for

~~Consideration~~

Issue

30/11/35

30/11/35
K.D.

Issued no D 3653 To, ^{23/11/35} Messrs. ~~Thomson~~ 49

no D 3654 To the ^{Chief} ~~Inspector~~ of mines & Explosives 50

no D 3655-56 - To the ^{Chief} ~~Inspector~~ of mines & Explosives
the ^{Chief} ~~Inspector~~ of mines & Explosives
the ^{Chief} ~~Inspector~~ of mines & Explosives

From the ^{Chief} ~~Inspector~~ of mines & Explosives 57
no 7827 dated 2/11/35

acknowledges the receipt of 40
duplicates of the document

From the ^{Chief} ~~Inspector~~ of mines & Explosives

no 955/Bombay d. 30/11/36

Requests the ^{Chief} ~~Inspector~~ of mines & Explosives
printed copies of the new leaves & deeds
of variation executed by the K.F. Mining
Co

Secy
3/11/36
4/11
CONF

1921
~~2688~~ 2688 V35-39 V4835-

General and Revenue
 Secretariat

File No. 60

of 1936

[App. F. III-2]

Serial
 No.

1936

53

Subd

The Dir. Genl. was requested to supply five
 copies of the document to the Comptroller.
 A draft is put up for approval.

Sy 98

Issue

7/2

24/4/36

24/4/36

To the Dir. Genl.

No. D. 4937 of 11-2-26

In continuation of 9150, for copies of 9152 in regard
 to send 5 copies which have been
 to the Comptroller for review

Copies to the Comptroller

No. D. 4938 of 11-2-26

From the Dir. Genl.

No. F. 1638 of 14/4/26

To 50 copies of the document

Subd for personal

Sy 98

24/4/36

24/4

Subd with a draft-acknowledging for
 approval

Sy

Issue

24/4

24/4/36

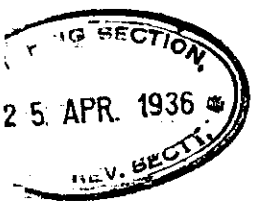
24/4/36

54

To the Dir. Genl.

No. D. 4938 of 28-4-26

Acknowledging receipt of 50 copies of the
 agreement sent, with 53.



SUBJECT

Section

File No.

Serial No.

Diary No. of letter replied to

No.

To

He Gov. Advocate

General and Revenue Secretariat

the

193

Date of issue

Signed by

1) Letter dated 6th July 1934.2) Letter dated 4th July 1934
from Messrs. Hester & Co. to Messrs. John Taylor & Sons.3) Copy of the ^{Draft agreement} ~~lease deed~~
+ Variation deed with
enclosures.

List of enclosures

Copied by

Examined by

Sir,

I am directed to

forward herewith for favour of
scrutiny and
remarks ~~use~~ copies of the marginally

used Communications received from

Messrs. John Taylor & Sons, London

in the matter of the Kolar ^{Gold} mininglease. The matter may kindly be
treated as urgent & reply furnished by the
end of this month. The ^{Secretariat} ~~Communications~~ file sentunofficially on 14.7.34 may kindly
be returned ^{immediately} for use ~~no~~ need to

prepare the drafts as required use

I have etc

ISD
21/7.

for Genl Secy?

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated, Bangalore, 25th July 1934.

No.

P397-
- 64

From

The General Secretary to the Government of His Highness
the Maharaja of Mysore.

To

The Government Advocate,
B a n g a l o r e .

Sir,

I am directed to forward herewith for favour of scrutiny and

- | | |
|------------------------------------|----------------------------------|
| ----- | |
| 1. Letter dated 6th July 1934 |) remarks copies of the margi- |
| 2. Letter dated 4th July 1934 |) nally noted communications re- |
| from Messrs: Herbert Smith & Co., |) ceived from Messrs: John |
| to Messrs: John Taylor & Sons. |) Taylor & Sons, London in the |
| 3. Copy of the draft agreement and |) |
| variation deed with enclosures. |) |
| ----- |) matter of the Kolar Gold |

mining leases. The matter may kindly be treated as urgent and a reply furnished by the end of this month.

The Secretariat file sent un-officially on 14th July 1934 with Diary No. 6717/P may kindly be returned immediately as there is now no need to prepare the drafts required therein.

I have the honour to be,

Sir,

Your most obedient servant,

one

In General Secretary to Government.

TSD

TSS.

SUBJECT

.....

.....

Section

File No.

Serial No.

Diary No. of letter replied to

No. *P 648/* —

To *The Gov. Ad*

Sec.

General and Revenue Secretariat

()
the 193 ..

Date of issue *6/8/34*

Signed by *[Signature]*

I am directed to
inve refer to this office letter
no. 8. 397 d 25. 7. 34 re: the day
agreement in the matter of kolar
gold mining lease, and to
enquire when the opinion called
for ~~and~~ ^{may} be ~~forwarded~~ ^{expected}.

The Secy file sent
w. o. on 14th July 1934 may
kindly be returned immediately

List of enclosures

Copied by *[Signature]*

I have enc
me
3/8 for Gen Secy

Examined by

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Bangalore, Dated 4th August 1934.

No. *7648*
From

6

The

General Secretary to the Government of His Highness the Maharaja of Mysore.

To

The Government Advocate,

Bangalore.

Sir,

I am directed to invite reference to this office letter No.P.397 dated 25th July 1934 regarding the draft agreement in the matter of Kolar Gold Mining Leases, and to enquire when the opinion called for may be expected.

The Secretariat file sent Unofficially on 14th July 1934 may kindly be returned immediately.

I have the honour to be,
Sir,
Your most obedient servant,

me

For General Secretary to Government.

TSD

In reply please refer to
No. 109

858
OFFICE OF THE GOVERNMENT ADVOCATE
IN MYSORE,

Bangalore, 7th August 1934/93

FROM

Immediate
A. R. NAGESVARA IYER, ESQ., B.A., B.L.,
GOVERNMENT ADVOCATE IN MYSORE,
BANGALORE.

GENERAL SECRETARY,
7 AUG. 1934

To *W.*

The General Secretary to the Govt.
of H. H. the Maharaja of Mysore,
Bangalore.

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7/8/34
SIR,

With reference to your letter No. P. 397, dated the 25th July 1934, I have the honor to state that I have perused the drafts sent by Messrs. John Taylor & Sons., London. The opinion of the Financial Secretary does not seem to have been obtained in the matter. As he has prepared the Memorandum dated the 6th February 1934, it would be advantageous to know whether, in his opinion, the draft embodies clearly and in full all the terms contained in his memorandum. His views may kindly be ascertained and the file sent to me.

2. The draft agreement received with your letter is -
herewith returned.

I have the honor to be,
Sir,
Your most obedient servant,

A. R. Nagesvara Iyer
Government Advocate.

H.

Not 2025. Certified that the Mysore Stamp Duty Rs. 100 hundred and five anna
 has only been levied on this document, and credited into the District Treasury.
 tendered by Mr. R. H. M. Bullen, P. No. 35 dated 28th October, 1910.

(Signature illegible)

Dy. Commissioner, Bangalore District.

This Indenture made the Twenty-fifth day of October One thousand nine hundred and ten BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE (hereinafter called "the Lessors" which expression shall be taken to mean and include the Government of His Highness the Maharaja of Mysore their successors and assigns except where the context requires another or different meaning) of the one part and THE GOLDFIELDS OF MYSORE AND GENERAL EXPLORATION LIMITED (hereinafter called "the Lessees" which expression shall be taken to mean and include the said Goldfields of Mysore and General Exploration Limited their successors and assigns except where the context requires another or different meaning) of the other part

1. WHEREAS the Lessees by virtue of certain leases and assignments were or are the duly accredited Lessees of certain mining rights of land in the Mysore Territories and WHEREAS by a Memorandum of Agreement dated Twenty-first December One thousand nine hundred and one the Lessors have agreed to renew the said leases on certain terms specified in the said Memorandum of Agreement and WHEREAS the Lessors have agreed to grant and the Lessees have agreed to accept in lieu of the renewal of the said leases (*inter alia*) the mining lease hereinafter contained in respect of the piece of land delineated in the map or plan hereto annexed and situate in the Bowringpet Taluk of the Kolar District Mysore State estimated to comprise 748.14 acres and particularly mentioned and described in the Schedule hereto annexed and which piece of land is hereinafter called "the mining block."

2. NOW THIS INDENTURE WITNESSETH that in consideration of the surrender by the Lessees as from the Twenty-second day of March One thousand nine hundred and ten of all the rights licenses and liberties demised and granted to them and enjoyed heretofore and which at the date hereof are subsisting and vested in the Lessees in respect of the mining rights of land in the Mysore Territories by virtue of the above-mentioned leases of which surrender the execution of this Indenture shall be full and complete proof and in consideration of the royalties rents and other payments hereinafter reserved and in consideration of and subject to the covenants and agreements by the Lessees hereinafter contained the

Lessors do hereby demise and grant unto the Lessees exclusive license and liberty to search for mine and raise all quartz reefs and beds and strata of earth stone or rock containing or supposed to contain gold metallic ores precious stones coal or other substances of a merchantable nature (hereinafter collectively referred to as "minerals") occurring in or upon the mining block and to treat the same by metallurgical or other processes and obtain or prepare therefrom gold metals precious stones and other valuable products or substances either in a finished completed and refined state (and then hereinafter referred to as "finished products") or in an intermediate condition (and then hereinafter referred to as "intermediate products") and to erect such buildings or mining or metallurgical plant and carry on such operations as may be necessary or desirable for the purposes aforesaid.

3. TOGETHER with liberty for the Lessees to remove sell and dispose of the minerals found or raised on or in the mining block or the intermediate or finished products obtained or prepared therefrom.

4. TO HAVE AND TO HOLD the premises hereinbefore expressed to be hereby demised and granted unto the Lessees for the term of Thirty years from the Twenty-second day of March One thousand nine hundred and ten.

5. YIELDING AND PAYING therefor during the said term an annual rent of Eight annas per acre of the mining block which rent shall be payable for each calendar year on or before the Thirty-first day of December.

6. AND ALSO YIELDING AND PAYING on or before the Thirty-first day of March in every year all local cesses and other taxes or rates of every description for the time being payable in respect of the premises or lands within the mining block or of any buildings or works in or on the same.

7. AND ALSO YIELDING AND PAYING a royalty of Five per centum upon the net sale proceeds of all gold metallic ores coal and other substances of a saleable or merchantable nature found on the mining block which shall have been crushed dressed and made merchantable by the Lessees.

8. AND ALSO YIELDING AND PAYING a royalty of Ten per centum upon the saleable value of all precious stones found on the mining block.

9. AND ALSO YIELDING AND PAYING a royalty of Two and one-half per centum upon the amount of all dividends from whatever source derived as and when declared and made payable by the Lessees to their Shareholders.

10. AND IT IS HEREBY DECLARED that the expression "the liability under this lease" shall hereafter include all the cesses taxes rates royalties rents compensation indemnities and other payments in this lease reserved and made payable by the Lessees.

11. AND THE LESSEES hereby covenant with the Lessors that they the Lessees will during the said term in the best and most effectual manner and without intermission except when prevented by inevitable accident search for all gold metals metallic ores precious stones coal and other substances of a saleable or merchantable nature within or upon the mining block.

12. AND WILL throughout the said term keep all mines buildings pits shafts ladders plats sollars timber ropes watercourses air-gates engines machines and other mining and metallurgical plant on or in the mining block in good repair working order and condition.

13. AND ALSO WILL if required and before the sale thereof deliver to or permit to be taken by the Lessors or their agent or agents a sample or samples of all gold metals metallic ores precious stones coal and other substances which shall have been crushed dressed and made merchantable and prepared for sale all such samples so taken to be paid for by the Lessors at the current market rate.

14. AND ALSO WILL immediately after any sale of the said gold metals metallic ores precious stones coal and other substances give to the Lessors or their agent or agents a return of the prices for which the same respectively shall have been sold and if required the names of the purchasers thereof.

15. AND ALSO WILL within Ninety days after any such sale or within Six months from the time of the extraction of the ore or the finding of precious stones pay to the Lessors the royalties of Five per centum and Ten per centum hereinbefore reserved.

16. AND WILL pay all other liabilities under this lease as and when they respectively become payable.

other or their agent requiring them so to do or shall name an Arbitrator who neglects to act or to proceed with due diligence in the business of the Arbitration or who will not join in naming an Umpire then by the valuation of the Arbitrator named by the other party AND the award made by such Arbitrators or Umpire may be made by a rule of Court subject to the provisions of the Code of Civil procedure or any then subsisting statutory modification thereof.

23. AND ALSO WILL permit the Lessors to exercise the liberties hereinbefore reserved and will afford all reasonable facilities and assistance in the exercise thereof.

24. AND WILL in the exercise of the licence and liberties hereby granted abstain from entering upon the surface of any occupied Government land or of any Inam land comprised within the mining block without previously purchasing the rights or obtaining the consent of the occupant holder or tenant of such land by an instrument in writing duly registered and if any damage or injury be caused to the surface of any such land by any operations carried on under this lease will duly compensate the occupant holder or tenant thereof for all such damage or injury.

25. AND WILL keep open and in no way obstruct any road path or by-way of any kind whatsoever now existing on the mining block.

26. AND ALSO WILL from time to time and at all times hereafter effectually keep indemnified the Lessors from and against all claims demands and expenses whatsoever by reason or in consequence of any injury to or interference with any lands or property whatsoever occasioned by or arising from the working under these presents or the exercise of the liberties hereby granted.

27. AND ALSO WILL deliver to the Lessors a copy of every assignment or under-lease of the said premises or any part thereof within two calendar months after the date of every such assignment or under-lease.

28. AND WILL at the expiration or sooner determination of the said term deliver to the Lessors in good order repair and condition and fit for future working and use and in all respects in such state and condition as shall be consistent with the due performance and

observance of the several covenants and agreements by the Lessees herein contained the mining block and all the mines and buildings and all pits shafts ladders plats sollars timber ropes watercourses air-gates engines machines and other mining and metallurgical plant below and above ground which are in the nature of fixtures or necessary or desirable for the proper working of the said mines and the raising of minerals from the mining block or for the obtaining or preparing of intermediate or finished products from such minerals except any pits shafts or other works which shall have been abandoned or disused in the ordinary and fair course of working of the said mines and premises but so that the Lessors shall pay to the Lessees a fair price for all engines and machinery of any description in or on the mining block based on the amount the same could be sold for on the mining block if the Lessees had power to authorise the purchasers to remove them unless the Lessors shall have given notice in writing to the Lessees that they the Lessors do not intend to take over any of such buildings engines and machinery plant and other things in which case the Lessees shall be at liberty to remove the same but without injuring any other property in or on the mining block.

29. PROVIDED ALWAYS that if and whenever any part of the liabilities under this lease shall be in arrear for the space of Sixty days after the expiration of the time prescribed by these presents for payment thereof and the Lessees shall not pay the same within Thirty days after the service upon them of a notice by the Civil Executive Officer of the District in which the mining block is situate calling upon them to pay the same the Lessors shall be at liberty to seize all gold metallic ores precious stones coal and other substances of a saleable nature in or about the mines or pits opened worked or carried on by the Lessees on the mining block and the Lessors may sell and dispose of such gold metallic ores precious stones coal and other substances and out of the moneys produced thereby may deduct and retain all liabilities under this lease and all expenses incurred in or about any such seizure and sale.

30. PROVIDED ALWAYS and these presents are upon this express condition that if and whenever any part of the liabilities under this lease shall be in arrear for the space of six calendar months after any of the days whereon the same ought to be paid as herein provided (whether the same have been legally demanded or not) or if the Lessees or their workmen shall cease to carry on the regular working of the mines or cause any obstruction or annoyance to the Officers of

the Lessors or to the people of the country or refuse to afford information to the Lessors or if and whenever there shall be a breach of any of the covenants herein contained and on the part of the Lessees to be performed and observed then and in such case the Lessors or their agent or agents duly empowered in that behalf may re-enter upon any part of the mines and workings carried on under this lease in the name of the whole and thereupon the said term of Thirty years shall absolutely determine.

31. PROVIDED ALWAYS and it is hereby agreed and declared that no such re-entry or forfeiture of the said term under the proviso for re-entry hereinbefore contained shall take place unless and until the Lessors shall have given to the Lessees a notice calling upon them to give a reasonable explanation of the matter or matters complained of and to rectify the same which notice shall be in writing signed on behalf of the Lessors by the Civil Executive Officer of the District in which the mining block is situate or by any other person specially empowered in that behalf and shall be served on the Lessees or any one or more of them or on their agent or agents or fixed on any part of the mining block and default shall have been made in giving such reasonable explanation and in rectifying the matter or matters complained of for six calendar months from the time of such notice being so served or affixed.

32. PROVIDED ALSO and it is hereby agreed and declared that if the Lessees shall be desirous of determining the said term of thirty years hereby granted at the expiration of any calendar year of the said term and of such desire shall give to the Lessors six calendar months' previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the Lessees to be performed and observed up to the expiration of such year then and in such case upon the expiration of such year the term hereby granted shall absolutely cease and determine.

33. PROVIDED ALSO and it is hereby agreed and declared that if the said term of thirty years hereby granted shall not prior to the termination thereof by lapse of time have been determined under the provisions hereinbefore contained and if the Lessees shall be desirous of obtaining a renewed lease of the licences rights and liberties hereby granted for a further term of thirty years from the

expiration of the term hereby granted and of such desire shall give to the Lessors one year's previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the Lessees to be performed and observed up to the expiration of the term hereby granted then and in such case the Lessors will upon the request and at the expense of the Lessees execute and deliver to the Lessees a renewed lease of the said premises for a further term of Thirty years in such form and subject to such royalty and other payments and such covenants agreements and conditions as may be agreed upon between the Lessors and Lessees at the time and the Lessees shall at the same time execute and deliver to the Lessors a counterpart of such renewed lease

IN WITNESS whereof Tanjore Madava Row Ananda Row, B.A., C.I.E. the Dewan of Mysore acting for and on behalf of the Lessors and Robert Henry Power Bullen the duly constituted Attorney of the Lessees have hereunto and to a duplicate hereof set their respective hands and seals.

Signed sealed and delivered by
the above-named Tanjore
Madava Row Ananda Row on
the Twenty-fifth day of October
One thousand nine hundred
and ten in the presence of

T. ANANDA ROW,
24 Nov. '10.



C. S. BALASUNDARAMIYER,
Offg. Secy. to the Govt. of Mysore
General & Revenue Depts.

N. NOVINDA ROW,
Private Secretary to the Dewan of Mysore.

Signed sealed and delivered by
Robert Henry Power Bullen
the duly constituted Attorney
of the above-named Goldfields
of Mysore and General
Exploration Limited on the
Twenty-fifth day of October
One thousand nine hundred
and ten in the presence of

R. H. P. BULLEN,
the duly constituted Attorney
of The Gold Fields of Mysore
and General Exploration
Ltd.

C. B. BENNETTS.
OORGAUM, SOUTH INDIA.

A. NICOL,
OORGAUM, SOUTH INDIA.

W. F. SMEETH,
Secy. Geol. Dept.

SCHEDULE.

Description Area and Boundaries of "The Ajjappalli Block."

The Block is situated on the Kolar Gold Field in the Bowringpet Taluk of the Kolar District, Mysore State.

The area of the Block is 748·14 acres.

The boundaries of the Block are defined by stone pillars erected and lettered in accordance with the plan attached hereto and specified hereunder :—

Boundary Stone.	Shape.	Height in Feet.	Letters cut on Boundary Stones.
A	Triangular	1·00	— A B —
B	"	1·00	B A —
C	"	1·00	B B A
D	"	1·50	G A B
E	"	1·00	G B — A B
F	"	1·00	A B — —

The boundaries between the pillars are straight lines the lengths and bearings of which are marked on the plan and are as follows :—

From	To	Distance in Feet.	Bearing to true North.
A	B	6900·85	162° 25' 0"
B	C	1158·00	181° 32' 50"
C	D	2062·42	182° 57' 15"
D	E	3116·93	271° 27' 20"
E	F	9333·25	351° 37' 30"
F	A	2726·03	73° 24' 15"

E

T. ANANDA ROW,
24 Nov. '10,
Dewan of Mysore.

Presented by the undersigned at 12 noon on the 28th Nov. 1910
in the office of the Dt. Registrar Bangalore.

R. H. P. BULLEN.

The undersigned admits execution of this document.

R. H. P. BULLEN.

The identity of the executant Mr. R. H. P. Bullen is well
known to the undersigned.

(Signature illegible).

The undersigned is satisfied as to the execution of this document
by Mr. T. Ananda Row, Dewan of Mysore.

(Signature illegible).

28 Nov. '10.

Registered as No. 37 of 1910-1911 in Book 1 Vol. 31 pp.
72-97. Fees received Rs.78.12 only.

(Signature illegible).

2 Jan. 1911.



Confidential and Immediate.

Financial Secretariat,

Bangalore, dated, the 15th January 1934.

Renewal of Kolar Gold Mining Leases.

Dear Mr. Suryanarayana Rao,

Kindly intimate to me whether you have any additions or alterations to suggest in the existing lease, apart from the amount of Royalty payable to Government.

Yours sincerely,

Draft). Sd: S. Shamanna.

C E Suryanarayana Rao, Esq., Mem. A. I. M. E., Associ. I. M. M.,
(Lon).,
Chief Inspector of Mines in Mysore, Oorgaum,
Kolar Gold Fields.

esp.atched
15 $\frac{1}{34}$.

[1.3] $\int_0^1 x^2 dx = \frac{1}{3}$
[1.4]

Para 9:

It may be that a lessee company instead of declaring dividends out of its profits, distribute to their shareholders the profits in the shape of assets such as bonus shares. As the clause stands, it is doubtful if under such circumstances, foot would be entitled to $\frac{1}{2}$ of the profits on these bonus shares. The clause has to be revised to make this clear.

Para 22

Now that an Arbitration Regulation has been passed in 1917, the reference to the C.P. Code seems rather inappropriate. The last line of this clause may be modified as follows:-

And the award made by such Arbitrator or umpire may be filed in Court and enforced as a decree subject to the provisions of the Mysore Arbitration Regulation 1917

Para 27.

It is perhaps necessary to ~~provide for~~ make the power to assign or sublet subject to approval by the lessor.

Para 33. There is a right of renewal given but the terms and covenants of the renewed lease are left for settlement by agreement between the lessor & lessee at the time of renewal. If Govt have full discretion to impose new terms and to refuse to grant a renewal ~~or~~ unless such terms are ~~of~~ agreed upon, the right of renewal is ~~it~~ mostly illusory, and it is not clear ~~to~~ why this should be ~~included~~ included.

General.

~~There~~ There is no general arbitration clause to settle disputes arising out of the lease or ~~the~~ ^{the} construction of its terms. ~~The~~ Clause 22 deals only with disputes regarding compensation mentioned therein. The necessity or desirability of having a general arbitration clause has to be considered.

me
18/1/34

First Member and
Dewan for perusal.

D. M. E. 31.]

Telegraphic address:
"MINESPECTOR."

DEPARTMENT OF MINES AND EXPLOSIVES.

OFFICE OF THE CHIEF INSPECTOR OF MINES
IN MYSORE.

Dated, Oorgaum, 16th January 1934.

CONFIDENTIAL.

4574 L.O. NO. 1356

17-1-34
6u
9/1/34

Dear Mr. Shamanna,

With reference to your letter dated 15th January 1934 asking me to let you know whether I have any additions or alterations to suggest in the existing lease, apart from the royalty payable to Government, I wish to state as follows:-

1. The present leases empower the lessees exclusive license and liberty to search for, mine and raise all quartz reefs and beds supposed to contain gold, metallic ores, precious stones, coal and other substances of a merchantable nature. Ever since the commencement of mining operations on this field only quartz reefs are being exploited for gold. Precious stones, coal, etc. have not been found. Therefore the words "precious stones, coal and other substances of a merchantable nature" occurring in the current leases may be omitted in the new leases and also the clauses prescribing the rates of royalty on them. The rates to be levied can be settled as and when such substances are discovered.

To be kept informed of such discoveries, a clause may be added requiring the lessees to furnish samples of rocks etc. met within the mining block other than those mentioned in the lease with details as to mode of occurrence etc.

2. The term of 30 years may be reduced to one of twenty years.

3. The annual ground rent of annas 8/- per acre may be increased to one rupee per acre, to be in conformity with the existing rates of ground rent now charged on all mining lands in the state.

C28Rau

4. Provision should be made if possible in the leases to employ duly qualified Indian Mining Engineers in the Electrical, Mechanical and Metallurgical sections and in the Accounts Department to places of trust and responsibility in subordinate grades in the first instance.

The Director of Geology who deals with the grant of Mining Leases in the state, may be consulted if required.

Yours sincerely,

C. E. Srinivasagopal Rao

S. Shananna, Esq., B.A.,
Financial Secretary to the Government of
His Highness the Maharaja of Mysore,
Bangalore.

*This has been
done now.
Jm
17-7-34*

*all possible points may be
incorporated in a single
list & facilitate matters.
With the representation of
this matter - a representation of the
matter being overlooked.*

Jm
17

Immediate and Confidential.

18th January 1934.

Renewal of Kolar Gold Mining Leases.

Dear Sir,

Kindly intimate to me whether ou have any additions or alterations to suggest in the existing lease, apart from the amount of royalty payable to Government.

Yours sincerely,

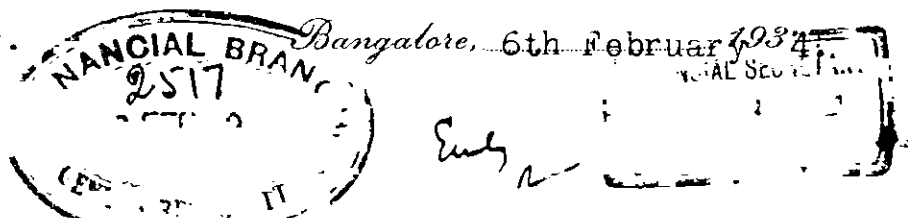
ms
18.1.34

To

A.M. Sen, Esq., M.Sc., M.I.M.E., F.G.S.,
Director of Geology in Mysore,
Bangalore.

Director of Geology.

No 8083-1



Subject:- Renewal of Kolar Gold Mining Leases.

Dear Sir,

With reference to your D.O. letter No.Fl.3988/G.F. dated 18th January 1934 requesting to be informed if I have any additions or alterations to suggest in the existing gold mining lease, I herewith enclose a statement showing the alterations I consider necessary. A printed copy of the mining lease granted to the Ooregum Gold Mining Coy. of India Ltd. in 1910 which is typical of the rest of the leases granted to the other gold mining companies is also herewith sent for reference and necessary comparison with the modifications suggested. Some of the alterations proposed are based on the terms of the mining lease, which were either modified, or introduced afresh as per the revised mining lease form issued in accordance with Government Notification No.G.25838/Geol.57-18-20 dated 12th May 1920.

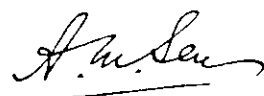
A copy of the amendment made by the Government of India in their mining lease form relating to arbitration in the matter of price to be paid for mineral taken in pre-emption and the clause relating to a state of emergency or war is herewith forwarded for your information. I am of opinion that there is no necessity for including either. The last clause I have proposed in the statement (herewith attached) under No.32 fully covers the Government of India amendment regarding arbitration; and as regards war or state of emergency, such a situation is not likely to arise in the State.

p. t. o

I have also proposed a revision in the rate of royalty raising the present rate of 5% on the net sale proceeds of all gold and silver ores to 7% on the net sale proceeds of gold and silver, while the existing rate of 5% on the net sale proceeds of other metallic ores, coal etc. might be continued. In addition, as ~~in~~^{as} vogue at present, there should be a royalty of 10% upon the saleable value of all precious stones found on the mining block, and a royalty of 2½% upon the amount of all dividends from whatever source derived as and when declared and made payable by the Lessees to their shareholders.

Before such of the clauses ~~which~~^{as} are either to be altered or introduced afresh, are included in the mining lease for the next renewal in 1940, it may be necessary to have legal opinion in the matter.

Yours sincerely,



S. Shamanna, Esq., B.A.
Financial Secretary to the Government
of His Highness the Maharaja of Mysore,
B a n g a l o r e.



"In the event of war or on the occasion of a state of emergency of which the Secretary of State shall be sole judge and the notice next hereinafter mentioned shall be conclusive evidence the Secretary of State after notice in writing to the lessee/ lessees under the hand of any Secretary to Government of his intention so to do may forthwith take possession or assume control of the works plant machinery and premises of the lessee/ lessees ~~on~~ or in connection with the said mines and may pre-empt at prices fixed by the Local Government all minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee/lessees shall conform and obey all directions given by or on behalf of the Secretary of State regarding the use or employment of such works plant premises and minerals provided that fair compensation which shall be determined in default of agreement by the Local Government under the provision hereinafter in clause 13 of this Part contained shall be paid to the lessee/lessees for all loss or damage sustained by him/them by reason or in consequence of the exercise of the powers conferred by this clause and provided also that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause".

"Provided that any dispute as regards the price to be paid for minerals taken in pre-emption by the Government from mines other than those of which possession or control has been taken over by Government during war or other emergency shall be determined by two arbitrators one to be nominated by the Local Government and the other by the lessee or in case of disagreement between the arbitrators by an umpire appointed by the Local Government and the decision of such arbitrators or umpire shall be final".

by

Copy
A. M. Sen 6.2.
Mysore Co. 7.1.1920

Statement showing the alterations suggested in the terms of the gold mining leases for the next renewal in 1940.

THIS INDENTURE made the _____ day of _____
Parties. BETWEEN the Government of His Highness the Maharaja of Mysore (hereinafter called "the lessors," which expression shall be taken to mean and include the Government of His Highness the Maharaja of Mysore, their successors and assigns, except where the context requires another or different meaning) of the one part AND

(hereinafter called "the lessees," which expression shall be taken to mean and include the said

their heirs, executors, administrators, representatives and assigns except where the context requires another or different meaning) of the other part:—

In the introductory clause of the mining lease of 1910, add the words underlined above after "successors" and before "assigns" - relating to lessees.

No change in clauses 1 and 2.

4. TOGETHER with liberty for the lessees to remove, sell and dispose of the specified minerals found or raised on or in the mining block or the intermediate or finished products obtained or prepared therefrom; ~~subject to the condition that they shall not, without obtaining the consent of the lessors, in writing, enter into any agreement with any other person or corporation outside the State for the joint control of the price, output or sale of the minerals or products and subject also to the condition that the lessors shall at all times during the term of the lease have the right of pre-emption, at the fair market price for the time being, of the said specified minerals lying within the mining block or elsewhere under the control of the lessees.~~

The clause relating to the right of pre-emption underlined above is to be added to the existing clause no. 3.

No change in clause 4.

YIELDING AND PAYING therefor during the said term an annual rent of _____ rupees, being at the rate of one rupee per acre of the mining block, which rent shall be payable for each calendar year or portion thereof on or before the 31st day of March. Provided that for any portion of a year not exceeding six months only half the annual rent shall be payable;

The rent is to be increased from annas eight per acre as fixed in the existing lease to rupee one per acre according to leases granted from 1920.

Payment to be made before 31st March instead of before 31st December.

The proviso underlined above is to be added to the existing lease as also the penal clause hereto attached.

✓ 5. No change in clause 6.

Failing payment by the above date, interest at the rate of 5% per annum shall be charged on rent, cess taxes and rates.

Clause 7 of the existing lease ~~is~~ has to be suitably modified.

7. No change in clauses 8 and 9.

8. ~~AND~~ AND YIELDING AND PAYING such dead rent not exceeding a rate of rupees five per annum per acre of the whole or of any portion of the mining block as the lessors may, in the event of their being not satisfied with the operations conducted under the lease or with the results thereof, decide to levy for any particular years of the said term after the expiration of the first two years of it, provided that both royalty and dead rent shall not be paid by the lessee but only such one of them as may be of the greater amount;

The above clause is to be introduced as a fresh clause between clauses 9 and 10, of the existing lease.

9. No change in ^{existing} clauses 10, 11, 12, 13.

10. In clause 15, the rate of royalty on to be increased to 7% and the penal to be included. --- ^{11.5% d silver} ^{attach}

11. No change in the existing ~~claim~~ ^{to of 5% due.}

12. The following two clauses ¹⁵⁰to be introduced between clauses 16 and 17 of the existing lease.

18. AND WILL afford to the lessors every information concerning the mines and buildings, and mining and metallurgical plant in or on the mining block, the mode in which operations are carried on, the minerals found or mined and raised on or in the mining block, the intermediate or finished products obtained or prepared therefrom, the persons employed by the lessee and all other information connected with the mining block or the provisions of this lease as the lessors may require ;

AND WILL furnish, in such manner and to such persons as the lessors may from time to time direct, information as to the discovery of all minerals of value and such samples as the lessors may require, of all minerals, stones and rocks met with, on or in the mining block with full details as to the locality and mode in which the same respectively were discovered and the dates of discovery;

13: The following clause is to be substituted for clause
 22. - AND WILL, throughout the said term, make and keep in some convenient place on
 the mining block and so that the lessors or their agents can
 have, at all times, free access thereto, proper books of accounts
 in such form as the lessors may approve, giving full and accurate particulars of the working
 and yield of all mines and mining and metallurgical plant in or on the mining block and the
 costs thereof and of the disposal of the minerals and intermediate and finished products found,
 mined, raised, obtained or prepared on, in or from the mining block with all particulars of
 quantities, dates and other facts and circumstances necessary or proper for ascertaining the
 exact value of such finished products and the finished products which can be obtained or
 prepared from such minerals and intermediate products and also correct maps, plans and
 sections of the mining block and of the mines and mining and metallurgical plant therein or
 thereon, upon such scale or scales and in such manner as the lessors may from time to time
 direct showing as well the pits, shafts, drives, cross-cuts, winzes, rises, stopes and other
 excavations, operations and works which have been carried on, as also all beds and veins and
 all faults and other disturbances which have been observed and encountered therein;

14. ~~28.~~ AND WILL, at his own cost, when required by the lessors or their agents, give to them copies of all or any entries in the said books and of every such map, plan and section as aforesaid:

The underlined words have to be added after "will" and before "when" in the existing clause 18.

15. The following ^{two} clauses are to be introduced between clauses 18 and 19 of the existing lease.

~~28.~~ AND WILL, at his own cost, when required by lessors or their agents, furnish to them true and correct abstracts of all or any such accounts as aforesaid:

~~28.~~ AND WILL, at all reasonable times, allow such officers and persons as the lessors, may in that behalf appoint to enter into and have free access to the place or places where the said books, maps, plans and sections may be kept in order to examine and inspect them, take copies thereof and make extracts therefrom:

16. ~~Clause 20 of the present lease is to be.~~
The following two clauses are to be substituted for clause 20 of the present lease:-

~~28.~~ AND WILL, at his own expense, forthwith erect and at all times maintain and keep in repair such boundary marks and pillars as the lessors may require:

~~28.~~ AND WILL, well and properly secure and keep open with timber or other durable means all pits and shafts to be sunk or made in the mining block except such as may be abandoned or disused in the ordinary and fair course of working and make and maintain sufficient fences round every open pit or shaft;

17. ~~28.~~ AND WILL NOT, until the license, in writing, of the lessors or their agents be obtained, wilfully close, fill up or choke any mine or shaft unless the same has been abandoned and does not exceed 25 feet in depth from surface;

The words underlined above are to be included after the word 'shaft' in the existing clause 21.

18. The following clauses are to be introduced after clause 21 as fresh clauses:-

~~28.~~ AND WILL, throughout the said term, duly enforce in every part of the mining block such sanitary rules for the health and well-being of all persons employed by the lessee or who may be on the mining block or in its neighbourhood, as the lessors may, from time to time, prescribe:

~~28.~~ AND WILL, at any time or times when required by the lessors so to do, set apart and appropriate for free use by the lessors such lands forming part of the surface of the mining block as are in the opinion of the lessors suitable and sufficient for sites for villages, tanks, wells and other works for water-power or water-supply, hospitals, sanitary works, Government offices, police stations and other buildings or works of public utility which are in the opinion of the lessors desirable or required for or in connection with the persons employed by the lessees or in work under or in connection with any contract made by the lessees or who are engaged in supplying the wants of those so employed and the families and dependents of such persons or in connection with the inspection of the mines or the prevention of crime; but the lessors will so far as is compatible with the objects aforesaid select the land to be so set apart and appropriated in such manner as not to interfere with the mining operations of the lessees and will from time to time pay to the lessees such sums of money as will reasonably indemnify the lessees for moneys expended in buying surface rights over any of the lands so set apart and appropriated and the cost of removal of any works carried on thereon:

19. The following clause may be substituted for existing clauses 22 and 23 as this clause does away with the necessity for arbitration in case of difference of opinion re-compensation. ~~It will be necessary to~~ Perhaps legal opinion may have to be sought for

22. AND WILL permit the lessors and their agents, servants and workmen, throughout the said term, to enter upon any part of the mining block
To permit lessors to inspect mines, etc. above or below ground and inspect and examine the state and condition thereof and of the mines and buildings and mining and metallurgical plant therein or thereon and the mode in which operations are carried on and will further, with proper persons employed by the lessees, and acquainted with mining and metallurgical operations and with the engines, machinery and apparatus and other mining and metallurgical plant upon or within the mining block, effectually assist in the conduct of every such inspection and examination, affording all information required therefor:

20. The following clause is to be introduced between clauses 23 and 24 of the existing lease:-

24. AND WILL, from time to time, and at all times during the said term hereby granted, To conform to mining regulations and report accidents. conform to and observe all orders and regulations which the lessors, or their agents, duly authorized in this behalf may, from time to time, see fit to issue and prescribe for the proper carrying on of all mining work and other operations within the mining block or for the preservation and security of any railway, reservoir, tank, canal or other public works or buildings or in the interests of the health, well-being and safety of persons employed by the lessees or who may be on the mining block or in its neighbourhood, and also will, without delay, send to such officers as may be named for this purpose by the lessors, a report of any accident which may at any time occur in connection with any mining or metallurgical operations in or on the mining block;

✓ 21. No change in clause 24 of the existing lease.

✓ 22. 25. AND WILL keep open and in no way obstruct any road, path or by-way of any kind
Not to obstruct roads, etc. whatsoever now existing or which may hereafter be made on the mining block;

The words underlined above have to be added after 'existing' and before 'on' in the existing clause 25.

23. The following clauses are to be introduced between clauses 25 and 26 of the existing lease:-

26. AND WILL permit the lessors or other persons duly authorized by them in that
To permit lessors to make roads, prospecting and mining operatives thereon in respect of minerals or other substances other than the said specified minerals and to make upon, over or through the same such roads, tramways and railways as may in the opinion of the lessors be necessary or expedient for any purposes and to obtain from and out of the lands such stone, earth and other materials as may be necessary or requisite for making, repairing or maintaining such roads, tramways and railways and to pass and to re-pass at all times over and along such roads, tramways and railways for all purposes and as occasion shall require and to carry out such works of public utility as may in the opinion of the lessors be necessary or expedient and will when required by the lessors so to do set apart and appropriate for free use by the lessors or other persons authorised by them in that behalf such lands forming part of the surface of the mining block as are in the opinion of the lessors suitable and sufficient for the objects abovementioned; but the lessors will so far as is compatible with the objects aforesaid select the land to be so set apart and appropriated in such manner as not to interfere with the mining operations of the lessees, and will from time to time pay to the lessees such sums of money as will reasonably indemnify the lessees for moneys expended in buying surface rights over any of the lands so set apart and appropriated and the cost of any works carried on thereon and for any loss or damage caused to the lessees by any interference with the mining operations;

AND WILL abstain from all interference with and allow to the public and the lessors the free use of any tanks, water courses, places of worship, sacred groves, burial grounds or village sites for houses, which may now exist or may hereafter be set apart or appropriated as hereinbefore provided on the mining block;
To allow free use of tanks, water courses, etc., to the public and the lessors.

23. AND WILL NOT cultivate any of the lands comprised within the mining block without previously obtaining the consent of the lessors and paying the land revenue and other charges on any portion of the block which they desire to cultivate or in any way use the said lands save for the purposes of the rights, licenses and liberties hereby granted ;

Not to use the land for other purposes.

24. AND WILL NOT, without the express sanction of the Deputy Commissioner for the time being of the district, cut down or injure any trees or timber on unoccupied and unreserved lands other than brushwood or undergrowth which may require to be cleared away as interfering with the due exercise of the rights, licenses and liberties hereby granted ;

Not to cut trees, etc.

~~25. AND WILL NOT enter upon or commence any mining operations in any State Forest or land under special protection comprised in the mining block, except in accordance with the rules for the conduct of prospecting and mining operations published under Government Notification No. F. 10777—Pt. 81-08-6, dated 21st June 1900, as amended by Notification No. R. 9048—Pt. 43-14-14, dated 22nd March 1916.~~

Not to enter upon or commence operations in State Forests, etc.

26. AND WILL NOT, so far as may be consistent with the due exercise of the rights, licenses and liberties granted under this lease, interfere with or hinder the enjoyment of grazing rights lawfully granted by the lessors to village communities or to individuals in any part of the mining block ;

Not to interfere with grazing rights.

24. ~~25.~~ AND WILL, from time to time, and at all times hereafter, effectually keep indemnified the lessors from and against all claims, demands and expenses whatsoever by reason or in consequence of any injury to or interference with any lands or property whatsoever occasioned by or arising directly or indirectly in carrying on mining or metallurgical operations on the mining block or otherwise in the exercise of the rights, licenses and liberties hereby granted ;

To indemnify lessors from all claims arising from exercise of liberties hereby granted.

Add the words underlined above after 'arising' and before 'exercise' in the existing clause 26.

-2-5. The following clause is to be introduced after clause 26 of the existing lease :-

~~26. AND WILL NOT assign or under-let or part with the possession of all or any of the rights, liberties, licenses and premises by these presents demised, and granted, or any interest or share therein without the consent, in writing, previously obtained, of the lessors ;~~ nor will the lessee allow this lease or any interest hereunder to be attached or sold in compliance with any decree or order of a civil Court or Revenue Officer.

Not to assign without previous consent of lessors.

26. ~~27.~~ AND WILL deliver to the lessors a copy of every assignment or under-lease of all or any of the rights, liberties, licenses and premises by these presents demised and granted or any interest or share therein within three calendar months after the date of the execution of such assignment or under-lease ;

To deliver to lessors copies of all assignments.

Substitute 'three' underlined above for 'two' in the existing clause 27.

The following clause is to be introduced after clauses 27 and 28 of the existing lease.

27. AND WILL NOT, without the express sanction of the Deputy Commissioner for the time being of the district, and then subject to the provisions for compensation and indemnity herein contained, use, collect or impound water in or on the mining block in such a manner as to injure or deteriorate any source of water power or supply or so as to deprive any adjoining land, villages, houses or watering places for cattle of a reasonable quantity of water as heretofore accustomed and will not in any manner foul, impregnate or otherwise deteriorate any springs or streams of water so as to render them unfit to be used as heretofore, and will not in any other way do anything to injure adjoining lands, villages or houses.

To respect water right and not injure adjoining property.

28. No change in the existing clause 28.

29. Substitute the following clauses for the existing clauses 29 and 30 respectively:

~~4.~~ PROVIDED ALWAYS that, if and whenever any part of the liabilities under this lease shall be in arrear for the space of sixty days after the expiration of the time prescribed by these presents for payment thereof, the lessors shall be at liberty to seize all minerals and intermediate and finished products, in or about the mines or pits opened, worked or carried on by the lessee in the mining block, and any engines, machinery or other property found in the mining block and the lessors may sell or otherwise dispose of and deal with the property thus seized and from the moneys produced thereby may deduct and retain all liabilities under this lease and all expenses incurred in or about any such seizure and sale:

Distrain for liabilities under lease.

Re-entry on non-payment of liabilities under lease or on breach of covenant.

PROVIDED ALSO, and these presents are upon this express condition, that if and whenever any part of the liabilities under this lease shall be in arrear for the space of six calendar months next after any of the days whereon the same ought to be paid as herein provided, whether the same have been legally demanded or not, or if the lessee, or the lessee's workmen shall cause any obstruction or annoyance to the officers of the lessors or to the people of the country, or if the lessee shall cease without the sanction in writing of the lessors to carry on the regular working of the mines for any continuous period of six calendar months or shall refuse to afford information to the lessors, or if there shall be any other breach of any of the covenants and agreements herein contained and on the part of the lessee to be performed and observed, then and in any such case it shall be lawful for the lessors or their agents duly empowered in that behalf, although they may not have taken advantage of some previous default of a like nature to re-enter upon any part of the mining block or of the mines, buildings or mining or metallurgical plant or other operations or works in or on the mining block in the name of the whole and thereupon the said term of the thirty years shall absolutely determine and the said deposit of Rs. 1,000 heretofore referred to shall be retained by the lessors as and for their own property.

30. No change in the existing clauses 31 and 32.

31. ~~In the existing clause 33,~~ It is for consideration if in the existing clause 33 the agreement on the part of the lessors to renew the lease for a further period of thirty years is to be retained as that distance of time, the Government may decide otherwise.

32. The following clause is to be added after clause 33 of the existing lease:-

~~4.~~ Provided also that should any question or dispute arise regarding the lease or any matter or thing connected with the mines and minerals leased or the working or non-working thereof, or the amount or payment of the royalty or rent reserved or made payable by the lessee, the matter in difference shall be decided by the Government of His Highness the Maharaja of Mysore whose decision thereon shall be final.

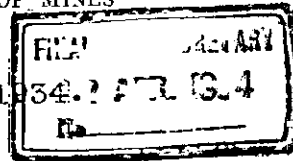
Decision of Government to be final in matters of dispute.

D. M. E. 31.]

Telegraphic address:
"MINESPECTOR."

DEPARTMENT OF MINES AND EXPLOSIVES.

OFFICE OF THE CHIEF INSPECTOR OF MINES
IN MYSORE.



D.O. No. 2187 with one file

Dated, Oorgaum,

11th April 1934.

CONFIDENTIAL.

Dear Sir,

Reference:-

Your U.O.No.Fl.179 dated 9th March 1934
relating to the renewal of Kolar Gold Field
Mining Leases.

I have herein enclosed a statement of additions and alterations for incorporation in the new leases to be issued shortly. The numbering of the clauses referred to in the notes correspond with the numbering of the clauses in the printed copy of the Mining Lease enclosed in this file.

Under clause 33 of the existing lease, we have power to renew the leases in such form and subject to such royalty and other payments and such covenants and agreements and conditions as may be agreed upon at the time. Therefore there may not be any objection for the contemplated additions and alterations.

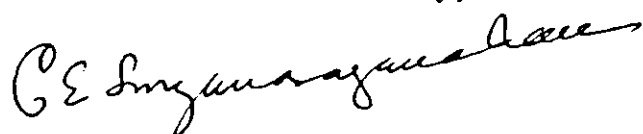
The most important changes proposed are the following:-

- cessary.*
- be retained*
- For consideration*
- Vide para 5 of the Memorandum*
- Vide para 8 of the Memorandum.*
- (1) Definition of "adjusted profits" under clause 10.
 - (2) The omission of the words "Precious stones, coal and other substances of a merchantable nature" wherever they may occur in the leases for reasons stated in my D.O. letter No.1356 dated 16-1-34.
 - (3) The revision of clause 13 to make it conformable to the provisions of rule 188, Mysore Mining Rules.
 - (4) The new clause proposed to be introduced after clause 26 of the existing lease is a very important one. The Lessees have power to assign or sub-let their property or part of it. Cannot the Lessors be the assignees or sub-lease holders? If so, provision should also be made in this clause enjoining the Lessees to obtain the first refusal from the Lessors in every such transaction.
 - (5) A new provision should be made to employ duly qualified Indian (preferably Mysorean) mining Engineers in the various branches of the mining Industry and also to train up suitable Indian youngmen.

2.

A revised form of the lease embodying the above suggestions, additions and alterations has to be drafted in consultation with the Law Department.

Yours sincerely,

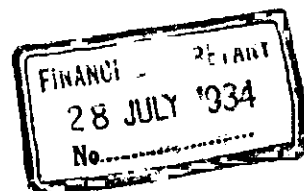
A handwritten signature in dark ink, appearing to read 'C. E. Srinivasan', written in a cursive style.

S. Shamanna, Esq., B.A.,

Financial Secretary to the
Government of His Highness
the Maharaja of Mysore,

B a n g a l o r e.

DUPLICATE



By Air mail.

6th July 1934.

From

Messrs. John Taylor & Sons,
6, Queen Street Place,
London, E. C. 4.

To

S. Shanamma Esq., B.A.,
Financial Secretary to
The Government of H.H. The Maharaja of Mysore,
Bangalore.

Sir,

KOLAR MINING LEASES.

In accordance with our understanding with Government that we should instruct the Mining Companies' Solicitors to prepare the documents embodying the terms of the recent agreement for the renewal of the Companies' Leases, we have the honour to inform you that the draft documents have now been completed and we are sending to you herewith six copies for Government's consideration and use.

The documents have been drafted by the Firm of Messrs. Herbert Smith & Co. (incorporating Messrs. Francis & Johnson), and we attach a copy of a letter dated the 4th instant to ourselves from Messrs. Herbert Smith & Co. which we think may be of interest to Government as describing the procedure which has been followed.

We trust that the steps we have taken will be agreeable

HERBERT SMITH & CO.

62, London Wall,
London, E. C. 2.

4th July 1934.

Dear Sirs,

KOLAR GOLD FIELD LEASES.

We now enclose herewith 15 prints of the form of Agreement and Deed of Variation with form of new Lease scheduled thereto which we approve on behalf of The Mysore Gold Mining Company Ltd. and Mundayroog Mines Ltd., and which have been approved by the Solicitors of The Champion Reef Gold Mining Company of India Ltd. and Ooregum Gold Mining Company of India Ltd., for submission to Government for their approval.

We would explain that having regard to the importance of the matter we have had these documents settled by Counsel, Mr. R. H. C. Munro, who has, as you may be aware, succeeded to the practice of the late Sir Benjamin Cherry who was responsible for the drafting of our more recent Law of Property Act.

When instructing Counsel we requested him as far as possible to adhere to the phraseology of the Memorandum prepared by Government dated the 8th day of February 1934 and only to depart therefrom in cases where there might be any legal ambiguity.

As we have been through and explained the draft Agreement and Lease to yourselves and the Committees of Directors representing the respective Companies, we think it is only necessary at this stage to draw your particular attention to the following points:-

- (1) In the Agreement and Deed of Variation the increased payment which the Companies agree to make during the currency of the existing Leases is described as "the new royalty".

In certain of the correspondence leading up to the agreement which has been reached with Government, we

2.

to Government, but we are nevertheless aware that there may be points arising out of their consideration of the documents which will call for explanation and reply. There is also the question of the procedure in regard to the plans to be attached to the new Leases as to which we await Government's views. Accordingly, as it would seem desirable to settle this and other points without undue delay if completion is to be obtained before the end of the year, we have arranged for Mr. R. Nye to go out to take up such points with Government in direct discussion, thereby we hope, assisting to avoid lengthy correspondence.

Mr. Nye will be reaching Kolar about the 7th proximo and will advise you immediately on his arrival.

We have the honour to be,

Sir,

Your obedient Servants,

JOHN TAYLOR & SONS.

observe that this increased payment has been called a "Premium". Seeing that it is an annual payment we suggest that the term "premium" is not quite appropriate, and from the point of view of the Mining Companies if the payment were called a "premium" the Companies might have some difficulty with the British Tax Authorities in continuing to treat the increased royalty as a deductible working expense from an Income Tax point of view.

- (2) Notwithstanding that rather a large number of documents may be involved, we consider that the most convenient course, both for Government and for the Mining Companies, is to deal with each existing lease separately and have a separate Agreement and Deed of Variation in respect thereof rather than to attempt to have a consolidation into one lease in respect of each Company of the mining blocks held by it.
- (5) We have thought it more convenient that you should in the first instance submit to Government the draft in its present form and that, when this has been agreed, the necessary variations in the recital, both to the Agreement and Deed of Variation, and to the form of Lease, should be made to deal with those cases where the existing leases have in fact been the subject matter of previous assignment.
- (4) For the same reason we have not attempted at this stage to deal with the question of the "parcels" to each lease and the plans to be annexed. We presume that the plans will follow, with necessary amendments to bring them up to date, the plans attached to the existing leases; but we suggest that you should ascertain from Government the course which they would prefer to pursue with regard to the preparation of the plans.
- (6) We have assumed that Government would prefer that the

new leases should, except where the terms have been specifically altered by the Government Memorandum, follow verbatim the wording of the existing leases, and we have adopted this course in preparing the present draft.

The marginal numbers are to facilitate reference from India to London when the draft is under discussion so that the drafts can be finally agreed in time to permit of the new leases being executed and exchanged before the 31st December 1934 in accordance with the bargain.

We are, Dear Sirs,
Yours faithfully,

(Sgd) HERBERT SMITH & CO.

MESSRS. JOHN TAYLOR & SONS,
6, Queen Street Place,
E. C. 4.

C/o

MESSRS. JOHN TAYLOR & SONS' COMMITTEE.
OORGAUM,
SOUTH INDIA.

30th Aug. 1934.

fed 60-24-2

Dear Mr. Matthan,

Kolar Mining Leases.

You will recollect that when we adjourned on Tuesday the terms of the new Clause for insertion under para 2(2) had not been finally agreed upon and accordingly in view of my meeting with you next Monday I have prepared a draft which I enclose herewith for favour of your perusal. I do not claim of course that this is at all in legal form but I think it expresses the suggestion which was under discussion and you will note that according to it the Lessors do not participate in the realisation of assets but only in the realisation of profits. I would like to mention that I continue to attach great importance to this point.

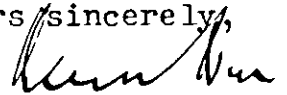
Our meeting on Monday is for the purpose of checking over the different points at issue of which the above is the principal one. As regards the others I think we shall find that my Notes are all clear subject to the following:-

Preliminary Recital. I await your final decision whether the word 'Representatives' should be put in.

Government's fresh draft marked 'C' of para 2(3).

I take it that it is agreed that it is impossible to pin the Lessees down to a final particular date for the holding of the meeting when the wording in the original draft can stand. If so, the 20th, 21st, 22nd and part of the 23rd lines of Government's draft would be deleted.

Yours sincerely,



Dewan Bahadur

K. Matthan, Esq., B.A.,

First Member of Council,

B a n g a l o r e.

fed 60-34-3

Joneson
31st Aug. 1934.

Dear Mr. Nye,

I have your letter of the 30th instant with a draft enclosed. I am having the draft - - - examined before our meeting on Monday. I hope at that meeting we shall be able to complete our discussions in regard to leases.

Yours sincerely,

W. H. Joneson

Ralph Nye, Esq.,
Messrs. John Taylor & Sons,
Oorgaum, Kolar Gold Field.

After Line 72. Insert the following 2 (2) a¹

If and when the Company may go into liquidation an account shall be prepared as at the date of liquidation in the form of an annual account and the Adjusted profits shall be computed therefrom for the period from the date of the last annual account to the date of liquidation and otherwise in the manner prescribed in the first part of the Second Schedule to the form of Lease set out in the Schedule thereto and the New Royalty payable to the Lessors shall then be calculated on either the dividends which may have been paid prior to the date of liquidation or the amount of the Adjusted Profits calculated in the manner aforesaid (whichever shall be the greater) according to the procedure for calculation described in Clause 2(1)

Provided that:-

in the event of no final dividend being made payable for the period in question the rate of dividend for the purpose of ascertaining the rate of participation by Government according to the scale in the Second part of the Second Schedule to the said form of Lease shall be taken to be the same rate as was paid for the last previous completed year

^{further}
Provided that:-

there shall be paid to the Lessors thereafter and in lieu of the New Royalty an amount of % of any profit which the Liquidator may realise by process of mining or treating any gold or other metal over and beyond any gold bullion or metal in hand at the date of liquidation.

Lea 60-34-4

R/61
Feb 14

Dear Mr. Nye,

I am desired by the
First members of Council
to send you the accompanying
draft of the new clause to
provide for payment of
royalty in the event of
a liquidation. As regards clause
19 of the lease dealing with
assignment, I am to say that
~~the decision~~ a reply will be
sent to you in a day or two..

Yours sincerely

Ralph Nye Esq

Messrs John Taylor & Sons

Osgaun, N. E. 7

revised for approval.
members desired that this
be under Dev Soy's signature.

Dev Soy)

BNP
579/34

Add the following as sub clause (4) of clause 2.

(4) Notwithstanding anything ~~hereinafter~~ hereinbefore contained the Lessees hereby covenant with the Lessors that in the event of the Lessees going into liquidation the new royalty for the period subsequent to the end of the year for which the last payment has been made in accordance with sub clause 3 above and ending with the date of commencement of liquidation (which period ^{is} ~~shall~~ hereinafter ~~be~~ called the period) and thereafter shall be ascertained and paid in the manner hereinbelow prescribed:

(a) An account as at the date of commencement of liquidation shall be prepared in the form of an annual account and the ["]adjusted profits["] for the period shall be ascertained by reference to such account in the same manner so far as may be as the ["]adjusted annual profits["] are ascertained by reference to the published annual accounts of the Lessees and the new royalty for the period shall be paid on the amount of all dividends which may have been made payable during the period or on the amount of such ["]adjusted profits["] whichever shall be the greater at rates determined in the same manner as the rates of new royalty for any year are determined under sub clause ~~one~~ 1 above, the proportion of the ["]adjusted profits["] for the period to the total paid up capital being deemed for this purpose to be the proportion of the total amount of dividends made payable in any year by the Lessess to their total paid-up capital.

(b) ~~On and after~~ ^{from the date} the Lessees go into liquidation, the Lessors shall be paid in lieu of the new royalty five percentum of all profits made by the Liquidator in carrying on the business of the Lessees.

5th Sept. 1934.

B.O.No.

Dear Mr. Nye,

I am desired by the First Member of Council to send you the accompanying draft of the new clause to provide for payment of royalty in the event of a liquidation. As regards clause 19 of the Lease dealing with assignment, I am to say that a reply will be sent to you in a day or two.

Yours sincerely,

Ralph Nye, Esq.,
Messrs. John Taylor and Sons,
Gorgaum, Kolar Gold Fields.

Add the following as sub clause (4) of clause 2.

(4) Notwithstanding anything hereinbefore contained the Lessees hereby covenant with the Lessors that in the event of the Lessees going into liquidation the new royalty for the period subsequent to the end of the year for which the last payment has been made in accordance with sub clause 3 above and ending with the date of commencement of liquidation (which period is hereinafter called the period) and thereafter shall be ascertained and paid in the manner hereinbelow prescribed:--

(a) An account as at the date of commencement of liquidation shall be prepared in the form of an annual account and the "adjusted profits" for the period shall be ascertained by reference to such account in the same manner so far as may be as the "adjusted annual profits" are ascertained by reference to the published annual accounts of the Lessees and the new royalty for the period shall be paid on the amount of all dividends which may have been made payable during the period or on the amount of such "adjusted profits" whichever shall be the greater at rates determined in the same manner as the rates of new royalty for any year are determined under sub clause 1 above, the proportion of the "adjusted profits" for the period to the total paid up capital being deemed for this purpose to be the proportion of the total amount of dividends made payable in any year by the Lessees to their total paid-up capital.

(b) From the date the Lessees go into liquidation, the Lessors shall be paid in lieu of the new royalty five percentum of all profits made by the Liquidator in carrying on the business of the Lessees.

Let 60-34-5

Immediate

Do No 44
6. 9. 34

Dear Mr. Nye,

19

In regard to clause ~~XII~~ relating to assignments in the new leases, on taking legal opinion Government are advised that the addition of the words "such consent not to be unreasonably withheld" would be open to objection and is not desirable. Government would not of course withhold their consent provided they are satisfied as to the assignees and also that their (Government's) interests are not in any way prejudicially affected by such assignment.

Yours sincerely,

(Serves)

Ralph Nye, Esq.,
C/o Messrs. John Taylor & Sons,
Oorgaum, Kolar Gold Field.

Immediate

D.O. No 44/6 - 9.34

6th Sept. 1934.

Dear Mr. Nye,

In regard to clause 19 relating to assignments in the new leases, on taking legal opinion, Government are advised that the addition of the words "such consent not to be unreasonably withheld" would be open to objection and is not -- desirable. Government would not of course withhold their consent provided they are satisfied as to the assignees and also that their (Government's) interests are not in any way prejudicially affected by such assignment.

Yours sincerely,



To
Ralph Nye, Esq.,
Care of Messrs. John Taylor and Sons,
Oorgaum, Kolar Gold Field.

led 6034-6 C/o

MESSRS. JOHN TAYLOR & SONS' COMMITTEE,
OORGAUM,
SOUTH INDIA.

1199

7th September 1934.

M. Venkatanaranappa, Esq., B.A.,

Secretary to Government,

Development Department, **DEVELOPMENT BRANCH**

B a n g a l o r e.

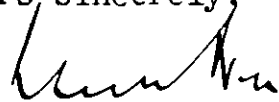
GEN. & REV. SECRETARIAL
11 SEP. 1934

Dear Sir,

I am in receipt of your D.O. letter No. D.1654 dated the 5th instant enclosing draft of new clause to provide for payment of royalty in the event of a liquidation, and for which I am much obliged.

I also beg to confirm receipt of your D.O. letter No. 44 of the 6th instant with Government's views regarding clause 19.

Yours sincerely,



For personal
forwarding

MW.
8.9.34.

cc
Wg/10
MW.
10.9.34.

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

*N.B.—Should routine notes be written on small slips,
the notes must be copied, or slips pasted on this form.*

*Extract from the Proceedings of the
of the Council of His Highness the Maharaja,
Meeting*

Ralph Nye,

C/O.MESSRS. JOHN TAYLOR & SONS' COMMITTEE,
OORGAUM,
SOUTH INDIA.

Sent 60-34-7

September. 20. 1934.

Dear Mr. Matthan,

In view of the meeting fixed for next Tuesday I have been considering as to the best course to take towards endeavouring to arrive at a settlement of these lease documents, our discussions on which have now extended over some time.

I am still hoping that with the fresh consideration which will have been given to the outstanding points and with the help of our respective legal advisers we may be able to arrive at an understanding next Tuesday and it occurs to me that it might assist in our discussion if it could be arranged for typed copies of the "Agreement and Deed of Variation" to be available amended in the form which Government would, up to then, be prepared to accept. This would assist to concentrate discussion on the outstanding points when if we should be so fortunate as to arrive at agreement in the course of the ensuing discussion the relative amendments to the typed drafts could easily be made.

Equally on the other hand if we should not succeed in arriving at an agreement on all points the typed drafts would serve to mark the stage of agreement which we should have reached.

Yours sincerely,

Draft reply is put up

(1st member)

sent 21.9.34

K. Matthan, Esq., B.A.,
1st Councillor,
B A N G A L O R E.

Gen 60-34-8

Issued on
21/9/34

Dear Mr. Nye,

I have your letter of the 20th instant. I am endeavouring to have typed copies available of the " Agreement and Deed of variation" amended in the form suggested by you in your letter.

I hope at the meeting on Tuesday we shall be able to arrive at a final understanding regarding this agreement.

Yours sincerely,



one
a. g.

Ralph Nye, Esq.,
Care of
Messrs. John Taylor & Sons,
Oorgaum.

Dear Mr: Nye,

I have your letter of ~~the~~ ^{the} ~~20th~~ ^{20th} instant. I ~~shall~~ am ~~endeavouring~~ ^{endeavouring} to have typed copies available of the "Agreement and Deed of Variation" ~~now available as suggested by~~ amended in the form suggested by you in your letter.

I hope at the meeting on Tuesday we shall be able to arrive at a final understanding regarding this agreement.

Yours sincerely

Ralph Nye Esq

40 Rivers John Taylor & Son

Organizer

typed draft

Please

10/21/9

Express Telegram.

Ralph Wye Esq

John Taggart Committee
Organism

draft agreement
approved - will be
handed over to members

George

GEN. & REV. SECRETARIAT-
28 SEP. 1934
DEVELOPMENT BRANCH.

Issue under

W.W.
28.9.34

28.9.1934.

To Express Telegram.

Ralph Nye, Esq.,

John Taylors Committee,

Oorgaum.

Draft agreement approved Will be handed over to-
morrow.

Devsec.

"Copy.

28.9.1934.

Express Telegram.

To

Ralph Nye, Esq.,

John Taylors Committee,

Oorgaum.

Draft agreement approved. Will be handed over to-
morrow.

Devsec.

"Copy."

DD
D 2353

28th Septr. 1934

Ref 60-34-9

Dear Sir,

I hereby confirm the following telegram
despatched to you to-day:--

"Draft Agreement approved. Will be handed
over to-morrow.

Yours sincerely,

W

Ref 1

To
Ralph Nye, Esq.,
Messrs. John Taylor and Sons' Committee,
Oorgaum, (K. G. F.)

Gen 6034-10

D.O.No.

2357/Draft Dec
-7th.

28th sept. 1954.

2912

Dear Sir,

Referring to your conversation with the First Member of Council on the 26th inst., I am directed to hand you herewith the Draft of the Seed of Variation as finally accepted by Government and yourself. In regard to the lease which forms the schedule to the Seed, it is understood that all consequential changes will be incorporated and a final draft sent for the approval of Government. With regard to clause 19, however, the changes which Government consider necessary (Vide my letter No.44 dated the 6th September 1934) have been indicated in a separate sheet enclosed herewith.

Yours sincerely,

[Signature]

To

Ralph Nye, Esq.,

Messrs. John Taylor and Sons' Committee,

C/o MESSRS. JOHN TAYLOR & SONS' COMMITTEE,
OORGAUM,
SOUTH INDIA.

1st October 1934.

M. Venkatanaranappa, Esq., B.A.,
Secretary to Government
Development Department,
B a n g a l o r e.

See to be - A

Dear Sir,

I have pleasure in acknowledging receipt of
your D.O. letter No.D.2357 of the 28th/29th ultimo
with enclosed document and your remarks have been duly
noted.

Yours faithfully,



*Seen by the
S.D.S. (Rev).
00/10
7/10/34*

Memo 390

Financial Secy

Please show me
draft to I think
- if you both think
it is all right, it
may be sent
afterwards on approval.
App. on 12/6/34

Ms
18-9-34

now 5757th Mr
Ms
12/6

- Am Govt feel a bit
sure -

I am desired to address you on
a point which has since occurred to Govern-
ment in regard to the sliding scale which
has been adopted for determining the Govern-
ment's share of the profits under the new
lease.

The range of the various percent-
ages being somewhat wide, it is quite pos-
sible to reduce considerably the Government's
share of the profits by ^{the} a simple process
of declaring a lower percentage of dividend,
so as to keep it within the lower scale.

The point may best be explained
by a concrete example. Supposing the
dividend which the Directors may well be
able to declare is 15 per cent but that
they decide to declare only a dividend of

^{14 1/2} This would make a consider-
able difference to the share of the profits
^{which the} going to Government ^{and under the}
^{agreement}

I am to assure you that it is not
intended to suggest that the Directors would
deliberately ^{adopt} pursue such a method of
benefiting the share-holders at the expense
of ~~the~~ Government. The main object of the
letter is merely to draw attention to the
fact that the sliding scale makes such a
thing possible, and ^{now} to express the hope -
that no occasion will ever arise for any
complaint on the part of Government on this
score.

To

Messrs John Taylor & Sons,

LONDON.

Gentlemen,

I am desired to address you on a point which has since occurred to Government in regard to the sliding scale which has been adopted for determining the Government's share of the profits under the new lease.

The range of the various percentages being somewhat wide, it is quite possible ^{that} ~~to reduce~~ considerably the Government's share of the profits ^{might be seriously affected} ~~by the simple process of declaring a lower percentage~~ ^{than might otherwise be done.} of dividend, ~~as as to keep it within the lower scale~~

~~The point may best be explained by a concrete~~ example. ^{for example} Supposing the dividend which the Directors may well be able to declare is $\frac{1}{5}$ per cent but that they decide to declare ~~ix~~ only a dividend of $\frac{1}{4}\frac{1}{2}\frac{1}{9}$. This would make a considerable difference to the share of the profits which the Government are entitled to under the Agreement.

I ^{can} ~~am to~~ assure ~~th~~ you that it is not intended to suggest that the Directors would ^{intentionally} deliberately adopt such a method ^{in the interest of} ~~of~~ benefiting the share-holders ~~at the expense of Government.~~ ^{if} The main object of the letter is merely to draw attention to the fact that the sliding scale ^{does} makes such a thing possible, and I am to express the hope -- and Government feel quite sure -- that ~~no occasion will ever arise for any complaint on the part of Government on this score.~~

Yours

ON MYSORE GOVERNMENT SERVICE.

No D2358

To

*Not to move
Mr.*

Messrs. John Taylor and Sons ~~of London~~,

L o n d o n .

Secretary to Government,
Development Departments.

M. VENKATANARANAPPA,
Development Secretary to Government.

GENERAL AND REVENUE SECRETARIAT

Bangalore, Dated 29th Sept. 1934

D. O. No. 2359/ One.

File 60-24-13

Dear Sir,

I am directed to hand you herewith a copy of the letter of date which has been addressed to Messrs. John Taylor and Sons Committee, London, in regard to the rate of dividend and ~~its effect~~ ~~on~~ the royalty payable to the Government of Mysore.

Yours sincerely,

Mur

Ralph Nye, Esq.,
Messrs. John Taylor and Sons' Committee.

Deed of Variation containing
alterations agreed on
25-9-34 1004
2579

THIS AGREEMENT AND DEED OF VARIATION is made the
..... day of 1934 Between THE
GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE (hereinafter
called the Lessors which expression where the context admits
includes the said Government their successors and assigns)
of the one part and

COMPANY LIMITED whose registered office is at

(hereinafter called the Lessees which expression where the
context admits include the said Company their successors and
assigns) of the other part WHEREAS this Deed is supplemental to
a Lease (hereinafter called the Existing Lease) dated the

day of 19 and made between the Lessors
of the one part and the Lessees of the other part Whereby
certain mining and other rights licenses and liberties therein
mentioned were demise and granted unto the Lessees for a term of
thirty years from the day of 19 at the rent
and royalties therein mentioned and subject to the covenants
by the Lessees and the conditions by and in the Existing Lease
reserved and contained.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED as follows:

1.- (1) The Lessors shall grant and the Lessees shall accept
a new lease of the premises comprised in the Existing Lease for
a term of 30 years from the expiration of the term granted by
the Existing Lease such new lease to be in the form and to contain
the covenants and conditions contained in the form of lease set
out in the Schedule hereto

(2) The said new Lease shall be executed by the Lessors and
shall be delivered by them to the Lessees on or before the 31st
day of December 1934 and the Lessees shall at the same time
execute and deliver to the Lessors a counterpart thereof.

2. (1) As from the 1st day of January 1934 and during the residue of the term granted by the Existing Lease the Lessees shall (except in any year in respect of which no dividend is made payable by the Lessees) pay to the Lessors in sterling a royalty (hereinafter called the New Royalty) on the amount of all dividends (which expression wherever it occurs shall include everything from whatever source and in whatever form distributed to ^{the} shareholders other than ^a return of ~~paid up capital~~ ~~retained in the fund~~ ~~hereinafter~~ ~~provided by the Lessees~~ made payable by the lessees for any year or on the "adjusted annual profits" of the Lessees (as defined in the 1st part of the 2nd Schedule to the form of Lease set out in the Schedule hereto) (which-ever shall be greater) at rates equivalent (subject as hereinafter provided) to two-thirds of the rates mentioned in the 2nd part of the 2nd Schedule to the said form of Lease which last mentioned rates as appears from the said form) vary in accordance with the variation in the proportion which the total amount of dividend made payable in any year by the Lessees bears to their total paid up Capital and the payment of the new royalty shall be taken to the extent of the value of the royalty (hereinafter called the existing Royalty) of 2½ per cent, upon the amount of all dividends payable by the Lessees under the existing Lease to be in satisfaction of the existing royalty but so that the amount payable in respect of the new royalty shall not be less than the amount of the existing royalty ascertained in accordance with the provisions for that purpose contained in the existing lease.

(2) PROVIDED ALWAYS as follows:-

- (a) The new royalty shall not be payable in respect of any dividends paid by the Lessees or in respect of the adjusted annual profits (defined as aforesaid) of the Lessees for or on account of the year 1933 notwithstanding that the same may be paid or ascertained after the 31st day of December 1933.
- (b) If in any year the Lessees shall hold more than one Lease from the Lessors whether already granted or hereafter to be granted and each reserving a royalty which is ascertainable by reference to ^{the} ~~be~~ dividend made payable by the Lessees and/or to ^{the} ~~be~~ adjusted annual profits of the Lessees not more than one of such royalties shall be payable in respect of the dividend or adjusted annual profits of the Company for that year.
- (c) If at any time during the residue of the term granted by the existing Lease the Lessees shall make any new issue of shares the total paid up capital of the Lessees shall not (for the purpose of ascertaining the amount of the new royalty) be deemed (without the previous consent in writing of the Lessors) to have been thereby increased by an amount greater either than the aggregate sum which shall from time to time have been actually subscribed in cash to the Lessees in respect of such new issue or than the total nominal value of the new shares issued (whichever shall be the less) provided that no subscription in cash or issue of shares not granted for the purpose of working the premises comprised ~~in any of the existing leases~~ shall be included in ascertaining the total paid-up capital for the purpose aforesaid.

*in the existing lease
or in any other lease
now held by the
Lessees from the
Lessors*

(3) The lessees hereby covenant with the lessors that the new royalty shall (subject as aforesaid) be paid in manner hereinbelow prescribed:-

- (a) on any ^{amount distributable as} ~~ad~~-interim dividend as and when declared a payment on account shall be made at rates equivalent to two-thirds of the rates mentioned in Part II of Schedule II to the Form of Lease set out in the Schedule hereto which rates shall (for this purpose) vary in accordance with the variation in the proportion which the total amount of such dividend bears to the total paid up capital and
- (b) The balance of the new royalty shall be paid on the seventh day following the adoption of the annual report and accounts of the lessees by their shareholders assembled in General Meeting and all the powers and provisions contained in the existing Lease for securing and enforcing the payment or discharge of the Lessees of the royalties and liabilities of the Lessees thereunder shall apply and be exercisable by the Lessors for - securing or enforcing payment of the new royalty in the manner in all respects as if the said royalty had originally been reserved by the existing Lease.

(4) Notwithstanding anything hereinbefore contained the Lessees hereby covenant with the Lessors that in the event of the Lessees going into liquidation the new royalty for the period subsequent to the end of the year for which the last payment has been made in accordance with sub clause 3 above and ending with the date of commencement of liquidation (which period is hereinafter called the period) and thereafter shall be ascertained and paid in the manner hereinbelow prescribed:-

(a) An account as at the date of commencement of liquidation shall be prepared in the form of an annual account and the "adjusted profits" for the period shall be ascertained by reference to such account in the same manner so far as may be as the "adjusted annual profits" are ascertained by reference to the published annual accounts of the Lessees and the new royalty for the period shall be paid on the amount of all dividends which may have been made payable during the period or on the amount of such "adjusted profits" whichever shall be the greater at rates determined in the same manner as the rates of new royalty for any year are determined under sub clause (1) above, the proportion of the "adjusted profits" for the period to the total paid up capital being deemed for this purpose to be the proportion of the total amount of dividends made payable in any year by the Lessees to their total paid-up capital.

(b) From the date the Lessees go into liquidation, the Lessors shall ~~receive~~ ^{be entitled to and be paid} in lieu of the new royalty ^{five} per centum of all profits made by the Liquidator in carrying on the business of the Lessees.

3. - The Lessors hereby covenant with the Lessees that during the residue of the term granted by the existing Lease the Lessors shall not in exercise of their Governmental or other powers levy or impose any special taxation on Kolar Gold.

4. THE provisions contained in Clause 22 of the Existing Lease shall be varied in manner hereinafter appearing (that is to say) The words "And the award made by such Arbitrators or Umpire may be filed in Court and enforced

as a decree subject to the provisions of the Mysore Arbitration Regulation or any then subsisting statutory modification thereof" shall be substituted for the words "and the award made by such Arbitrators or Umpire may be made by a rule of Court subject to the provisions of the Code of Civil Procedure or any then statutory modification thereof"

5. Nothing herein contained shall operate so as to modify or affect in any way the right of the Lessees to determine the term granted by the Existing Lease in the manner provided by Clause 32 thereof Provided that if at any time such right be exercised or the Existing Lease is determined in any manner otherwise than by lapse of time all the rights and liabilities of the Lessors and the Lessees under the lease hereby agreed to be granted shall forthwith cease and determine.

6. Except as hereby expressly varied all the covenants provisions and conditions contained in the Existing Lease shall continue in full force.

IN WITNESS &c.

Clause 19 of The Schedule

And Also will not assign underlet or part with the possession of the mining rights and premises hereby demised and granted or any part thereof to any person or persons or Corporation without the previous Consent in writing of the Lessors.

Second Part of the second schedule to the lease

Add a note as follows

Note:- If at any time a dividend should be declared free of income tax the amount of dividend for the purposes hereof shall mean the gross dividend.

MO.D. 2358

29th September 1934.

See 60

From

M. Venkatanaranappa, Esq., B. A.,

Secretary to Government, Development Departt.,

To

Messrs. John Taylor and Sons' Committee,
London.

~~xxx~~

Gentlemen,

I am desired to address you on a point which has since occurred to Government in regard to the sliding scale which has been adopted for determining the Government's share of the profits under the new lease.

The range of the various percentages being somewhat wide, it is quite possible that the Government's share of the profits might be unduly affected in the process of declaring a lower percentage of dividend than might otherwise be done.

Supposing for example, the dividend which the Directors may well be able to declare is 15 per cent but that they decide to declare only a dividend of 14 per cent. This would make a considerable difference to the share of the profits which the Government are entitled to under the Agreement.

I can assure you that it is not intended to suggest that the Directors would intentionally adopt such a method in the interest of the shareholders and the main object of the letter is merely to draw attention to the fact that the sliding scale does make such a thing possible: and I am to express the hope that the Directors will deal fairly with the Government in this respect.

Yours faithfully,

MW.

Secretary to Government,
Development Department.

copy initiated

Mr Nye has
well

Draft

THIS AGREEMENT AND DEED OF VARIATION is made the
..... day of 1934 between THE
GOVERNMENT OF HIS HIGHNESS THE RAJARAJA OF MYSON (hereinafter
called the Lessors which expression where the context admits
includes the said Government their successors and assigns)
of the one part and

COMPANY LIMITED whose registered office is at

(hereinafter called the Lessees which expression where the
context admits include the said Company their successors and
assigns) of the other part WHEREAS this Deed is supplemental to
a Lease (hereinafter called the Existing Lease) dated the

day of 19 and made between the Lessors
of the one part and the Lessees of the other part whereby
certain mining and other rights licenses and liberties therein
mentioned were devised and granted unto the Lessees for a term of
thirty years from the day of 19 at the rent
and royalties therein mentioned and subject to the covenants
by the Lessees and the conditions by and in the Existing Lease
reserved and contained.

NOW THIS DEED WITNESSETH AND IT IS HERBY AGREED as follows:

1.- (1) The Lessors shall grant and the Lessees shall accept
a new lease of the premises comprised in the Existing Lease for
a term of 30 years from the expiration of the term granted by
the Existing Lease such new lease to be in the form and to contain
the covenants and conditions contained in the form of lease set
out in the Schedule hereto.

(2) The said new Lease shall be executed by the Lessors and
shall be delivered by them to the Lessees on or before the 31st
day of December 1934 and the Lessees shall at the same time

[Signature]

[Signature]

execute and deliver to the Lessors a counterpart thereof.

2. (1) As from the 1st day of January 1934 and during the residue of the term granted by the Existing Lease the Lessees shall (except in any year in respect of which no dividend is made payable by the Lessees) pay to the Lessors in sterling a royalty (hereinafter called the new Royalty) on the amount of all dividends (which expression wherever it occurs shall include everything from whatever source and in whatever form distributed to the shareholders other than a return of capital) made payable by the Lessors for any year or on the "adjusted annual profits" of the Lessees (as defined in the 1st part of the 2nd Schedule to the form of Lease set out in the schedule hereto) (whichever shall be greater) at rates equivalent (subject as hereinafter provided) to two-thirds of the rates mentioned in the 2nd part of the 2nd Schedule to the said form of Lease which last mentioned rates as appears from the said form) vary in accordance with the variation in the proportion which the total amount of dividend made payable in any year by the Lessees bears to their total paid up capital and the payment of the new royalty shall be taken to the extent of the value of the royalty (hereinafter called the existing Royalty) of 2½ per cent, upon the amount of all dividends payable by the Lessees under the existing lease to be in satisfaction of the existing royalty but so that the amount payable in respect of the new royalty shall not be less than the amount of the existing royalty ascertained in accordance with the provisions for that purpose contained in the existing lease.

(2) PROVIDED ALWAYS as follows:-

(a) The new royalty shall not be payable in respect of any dividends paid by the Lessees or in respect of the adjusted annual profits (defined as aforesaid)

h
WV

of the Lessees for or on account of the year 1933 notwithstanding that the same may be paid or ascertained after the 31st day of December 1933.

- (b) If in any year the Lessees shall hold more than one Lease from the Lessors whether already granted or hereafter to be granted and each reserving a royalty which is ascertainable by reference to the dividend made payable by the Lessees and/or to the adjusted annual profits of the Lessees, not more than one of such royalties shall be payable in respect of the dividend or adjusted annual profits of the Company for that year.
- (c) If at any time during the residue of the term granted by the existing Lease the Lessees shall make any new issue of shares the total paid up capital of the Lessees shall not (for the purpose of ascertaining the amount of the new royalty) be deemed (without the previous consent in writing of the Lessors) to have been thereby increased by an amount greater either than the aggregate sum which shall from time to time have been actually subscribed in cash to the Lessees in respect of such new issue or than the total nominal value of the new shares issued (which ever shall be the less) provided that no subscription in cash or issue of shares not meant for the purpose of working the premises comprised in the existing Lease or in any other lease now held by the Lessees ^{from} ~~for~~ the Lessors shall be included in ascertaining the total paid-up capital for the purpose aforesaid.

(3) The lessees hereby covenant with the lessors that the royalty shall (subject as aforesaid) be paid in manner

hereinbelow prescribed:—

h

WV

(a) On any amount Distributable as ad-interim dividend as and when declared a payment on account shall be made at rates equivalent to two-thirds of the rates mentioned in Part II of Schedule II to the Form of Lease set out in the Schedule hereto, which rates shall (for this purpose) vary in accordance with the variation in the proportion which the total amount of such dividend bears to the total paid up capital and

(b) The balance of the new Royalty shall be paid on the seventh day following the adoption of the annual report and accounts of the lessees by their shareholders assembled in General Meeting and all the powers and provisions contained in the existing Lease for securing and enforcing the payment or discharge by the Lessees of the royalties and liabilities of the Lessees thereunder shall apply and be exercisable by the Lessors for securing or enforcing payment of the new royalty in the manner in all respects as if the said royalty had originally been reserved by the existing Lease.

(4) Notwithstanding anything hereinbefore contained the Lessees hereby covenant with the Lessors that in the event of the Lessees going into liquidation the new royalty for the period subsequent to the end of the year for which the last payment has been made in accordance with sub clause 3 above and ending with the date of commencement of liquidation (which period is hereinafter called the period) and thereafter shall be ascertained and paid in the manner hereinafter prescribed:-

(a) An account as at the date of commencement of liquidation shall be prepared in the form of an annual account and the "adjusted profits" for the period shall be ascertained by reference to such account in the same manner

W.W.

so far as may be as the "adjusted annual profits" are ascertained by reference to the published annual accounts of the Lessees and the new royalty for the period shall be paid on the amount of all dividends which may have been made payable during the period or on the amount of such "adjusted profits" whichever shall be the greater at rates determined in the same manner as the rates of new royalty for any year are determined under such clause (1) above, the proportion of the "adjusted profits" for the period to the total paid up capital being deemed for this purpose to be the proportion of the total amount of dividends made payable in any year by the Lessees to their total paid-up capital.

(b) From the date the Lessees go into liquidation, the Lessors shall in lieu of the new royalty be entitled to and be paid five per centum of all profits made by the Liquidator in carrying on the business of the Lessees.

3. - The Lessors hereby covenant with the Lessees that during the residue of the term granted by the existing Lease the Lessors shall not in exercise of their Governmental or other powers levy or impose any special taxation on Kolar Gold.

4. The provisions contained in Clause 22 of the Existing Lease shall be varied in manner hereinafter appearing (that is to say) The words "And the award made by such Arbitrators or Empire may be filed in Court and enforced as a decree subject to the provisions of the Mysore Arbitration Regulation or any then subsisting statutory modification thereof" shall be substituted for the words "and the award made by such Arbitrators or Empire may be made by a rule of Court subject to the provisions of the Code of Civil Procedure or any then statutory modification thereof".

WV.

5. Nothing herein contained shall operate so as to modify or affect in any way the right of the Lessees to determine the term granted by the Existing Lease in the manner provided by Clause 32 thereof Provided that if at any time such right be exercised on the Existing Lease is determined in any manner otherwise than by lapse of time all the rights and liabilities of the Lessors and the Lessees under the lease hereby agreed to be granted shall forthwith cease and determine.

6. Except as hereby expressly varied all the covenants provisions and conditions contained in the Existing Lease shall continue in full force.

IN WITNESS So,

[Signature] 26/9/34

[Signature]

Secretary to Govt.

Dev. Dept.

28.9.36.

JOHN TAYLOR & SONS.

TELEGRAPHIC ADDRESSES,
INLAND TELEGRAMS.-

"ROLYAT, CANNON, LONDON."
CABLEGRAMS.-

"ROLYAT, LONDON."

TELEPHONE, CENTRAL 2426.
(4 LINES)

KENNETH BARING TAYLOR
BYDNEY ENFIELD TAYLOR

2728

File 34-14

6. Queen Street Place,
London, 23rd November 1934.
E. C. 4.

From

Messrs. John Taylor & Sons,
6, Queen Street Place,
London, E. C. 4.

To

M. Venkatanaranappa Esq., B.A.,
Secretary to Government,
Development Department,
Bangalore.

Sir,

We have the honour to refer to your D/O letter of the 28/29th September to Mr. R. Nye when he was recently in Mysore and had completed discussion of the draft of the Deed of Variation, etc. pertaining to the renewal of the Kolar Mining Companies' Leases.

We now have the pleasure to inform you that the draft document as handed by you to Mr. Nye has been agreed to by the Companies concerned, and they are at the same time deferring to Government's wishes in regard to the changes called for in Clause 19 of the draft Lease.

In accordance with the arrangement for procedure referred to in your letter under reply, the Solicitors to the Companies have been instructed to complete the consequential clauses called for in the Lease, and the final draft of this

AW.
3-12-34.

2.

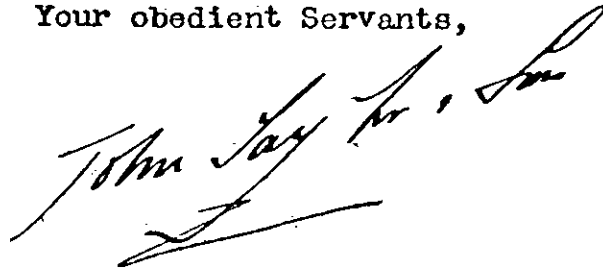
together with the final draft of the Deed of Variation should be ready for despatch to you by the Air mail of 8th December.

We had hoped to be able to send the documents by this mail, but the Government will understand that with four separate Companies involved, each with their own legal advisers, some small degree of delay has been unavoidable.

We have the honour to be

Sir,

Your obedient Servants,

A handwritten signature in cursive script, reading "John Jay & Co. Ltd." with a long horizontal flourish underneath.

Two drafts

Appendix FG-1]

SUBJECT

Section *Secd*
File No. *60-34*
Serial No. *15*

Diary No. of letter replied to
(replied from ^{cto} Director)

No. *2788*
To *Mr. H. M. Small, Esq.*
Sing. Attorney & Associates
Messrs Moresby & Thomas
Hairbours
Hairbours, Cathedral Road
Tegunapet P.O. Madras

General and Revenue Secretariat
()
the 193

Date of issue
7/12/34

Signed by *R. H. V. ...*

House
The Mysore Court have just heard from Messrs John Taylor & Sons Limited that the changes proposed by the Court in the draft deed of Variation have been accepted by the latter and that they expect to send the final draft of the List of enclosures
Miss Trail of the 8th instant.
After new deeds

Copied by
have to be requested the and register by the 31st Dec 34
Examined by
your grace to initiate

In connection with the renewal of the Kolar Gold Mining lease, I request you to state whether you have received any instructions from Messrs John Taylor & Sons, London, in regard to the further action to be taken in the matter of the execution of the document. I may add that the new deed pertaining to

whether you have received any notices in reference further procedure to be adopted in the matter.

mealy reply will be advised after your further reply

The renewal of the loans have to be
signed and registered before 31st Dec
1934

We favour your early reply is
requested

Yours sincerely
Frankly

Dec
6/12/34
Owley

D.O. No.

GENERAL AND REVENUE SECRETARIAT,

D 3785 — Dated, Bangalore 7th December 1934

for P. No. 11,
Dear Sir,

The Mysore Government have just heard from Messrs: John Taylor & Sons, London that the changes proposed by the Government in the draft Deed of Variation have been accepted by the latter and that they expect to send the final draft by the Air Mail of the 8th instant

As the new deeds have to be signed and registered by the 31st December 1934, I am directed to request you to intimate whether you have received any instructions in regard to the further procedure to be adopted in this country.

An early reply will be esteemed a favour.

Yours faithfully.

John
H. M. Small, Esq., c/o.,
Messrs: Moresby & Thomas,
Haisboro, Cathedral Road,
Teynampet, Madras.

Two drafts
2 copies

By Air Mail
if there is time

Thers

T. T. J. Sams

Londone etc

Sc

I am directed to acknowledge the receipt of your letter dated 23rd Nov and we are glad to note that the changes proposed therein in the draft deed ~~proposed~~ have been agreed by the Companies

I note that the final draft of the new deed please and the deed variants will be despatched by the Air Mail of the 8th inst; and await with mine and your further

Communicate in reports
agents to have the deeds
before signature.

changed

MR
City to City

Hy. Not Recd
GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Bangalore, Dated 7th December 1934

No.

From

Recd 60-34-16
D 3784
Recd 60-34
M. Venkatanaranappa, Esq., B.A.,

Secretary to the Government of His Highness the Maharaja of Mysore,
Development Department.

To

Messrs: John Taylor & Sons,
6, Queen Street Place,
London, E. C. 4.

Sirs,

I am directed to acknowledge the receipt of your letter dated 23rd November and to state that Government are glad to note that the changes proposed by them in the draft deeds have been agreed to by the Companies.

I note that the final drafts of the new deed of lease and the deed of Variation will be despatched by the Air Mail of the 8th instant and await with interest your further communication in regard to the arrangements to have the deeds signed and registered.

I have the honour to be,

Sirs,

Your most obedient servant,

MVK.
Secretary to Government,
Development Department.

MORESBY & THOMAS.
SOLICITORS, NOTARIES
AND COMMISSIONERS FOR OATHS.
PARTNERS:

A. E. S. THOMAS.
H. M. SMALL, M.A. LL.B.
TELEGRAPHIC ADDRESS:
"CLAMOR," MADRAS.
CODE:
A. B. C. 5TH EDITION.
TELEPHONE NO. 2026.

fed 60-34-97

*High Court House,
Madras.*

11th December 1934

2859

**GEN. & REV. SECRETARIES,
DEVELOPMENT COUNCIL.**

From

NO
12/12
Messrs. Moresby & Thomas,
Solicitors & Notaries,
M a d r a s.

To

M. Venkatanaranappa Esq., B.A.,
Development Secretary to the Government of Mysore,
General & Revenue Secretariat,
Bangalore.

Sir,

Messrs. John Taylor & Sons.
Deed of Variation.

In reply to your letter to our Mr. Small of the 7th instant
.O.No.D3785/Genl.60-34 no instructions or documents have yet
been received by us but we await and expect to receive same by
Monday next when the Air Mail of the 8th instant should arrive
here and we will advise you as soon as the same are received.

ago

We have the honor to be,

Sir,

Your obedient servants,

Moresby & Thomas

2957 Dec 60-31-18

JOHN TAYLOR & SONS.

TELEGRAPHIC ADDRESSES,
INLAND TELEGRAMS:

"POLYAT, CANNON, LONDON"

CABLEGRAMS,

"POLYAT, LONDON"

TELEPHONE, CENTRAL 2426

(4 LINES)

KENNETH BARING TAYLOR,
SYDNEY ENFIELD TAYLOR

By Air mail

6. Queen Street Place,
London. 7th December 1934.
E.C.A.

Sir Mirza M. Ismail, C. I. E.,

Dewan of Mysore,

Bangalore.

Dear Sir Mirza,

In connection with the settlement of documents pertaining to the new Kolar lease terms, Mr. Nye has informed us of Government's point regarding the possibility of the rates of future dividends being so fixed as to operate unfavourably to Government's participation under the sliding scale Table.

We have brought this to the notice of the Directors of the four Companies who have unanimously authorised us to convey to you their emphatic assurance of the intention to implement the agreement in a spirit of fairness and equity, in evidence of which they invite reference to the words of the Chairman of the Mysore Company at its Annual Meeting on 11th April last when in referring to the terms of settlement he said:-

"It will be our aim to make a success of them, and
"to fulfil the agreement loyally, both in the
"spirit and the letter"

We trust that this reference may remove any anxiety

there may be on the part of Government on this matter, just as the Directors in their turn have every confidence in Government's intention to interpret the terms of settlement in a similar spirit.

We are, dear Sir Mirza,

Yours faithfully,

2957
 No. H. 342. *Secy & REV. SECRETARY*
 17 DEC. 1934
 DEVELOPMENT BRANCH

I enclose, m.h.;
 Compts, for their
 perusal.
 We believe that the
 results acknowledge -
 & Comptroller's Introduction
 for this is information.

M 9
17-12-34

Secy - Secy with Compts
 Encl. - Please put up drafts
 top of this week's mail

For perusal

General Secretary
 with copy

NW
 17.12.34

Drafts today
 NW.
 17.12.34

JOHN TAYLOR & SONS.

TELEGRAPHIC ADDRESSES.

INLAND TELEGRAMS:-

"ROLYAT, CANNON, LONDON."

CABLEGRAMS.

"ROLYAT LONDON."

TELEPHONE, CENTRAL 2426.

(4 LINES)

KENNETH BARING TAYLOR,
SYDNEY ENFIELD TAYLOR

By Air mail.

6. Queen Street Place.
London, 7th December 1934.
E.C.4.

From

Messrs. John Taylor & Sons,
6, Queen Street Place,
London, E. C. 4.

To

M. Venkatanaranappa Esq., B.A.,
Secretary to Government,
Development Department,
Bangalore.

Sir,

KOLAR GOLD FIELD LEASES.

We have the honour to inform you that the attention of the Directors of the four Kolar Companies has been directed to the suggestion of Government that an early payment may be made against the New Royalty which will become payable upon execution of the Deeds of Variation and New Leases.

The position is that payments of $2\frac{1}{2}\%$ upon the interim dividends which have recently been made payable, have been made, thus satisfying the conditions of the existing Leases. As soon as the above referred to documents are completed, further payments will become due according to the terms of the Deeds of Variation, and whilst such further payments are not strictly due until such completion, we are pleased to inform you that the Directors - having regard to the time which has necessarily been

2.

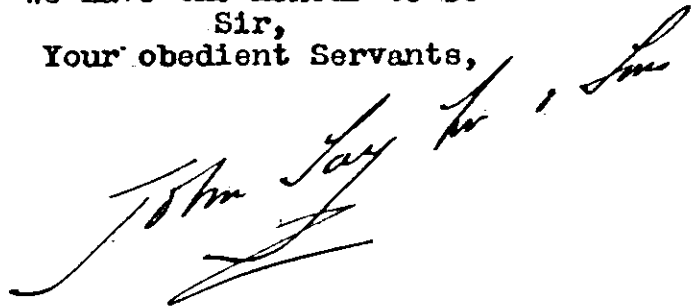
taken up in the settlement of the documents - will be prepared to anticipate this formality and to make payment as soon as they have been advised through their Solicitors that the final drafts of the standard form of Deed and Lease have been approved by Government

We trust that this will be agreeable to Government in evidence of the Directors' desire to implement the smooth operation of the new arrangements.

We have the honour to be

Sir,

Your obedient Servants,

A handwritten signature in cursive script, appearing to read "John Jay", is written over the typed name "John Jay". The signature is fluid and extends to the right, ending with a small flourish.

for 60-34-2
2969

JOHN TAYLOR & SONS,

TELEGRAPHIC ADDRESSES,
INLAND TELEGRAMS:-

"ROLYAT, CANNON, LONDON"
CABLEGRAMS:-

"ROLYAT, LONDON"

TELEPHONE, CENTRAL 2426.

(4 LINES)

KENNETH BARING TAYLOR
SYDNEY ENFIELD TAYLOR.

By Air mail.

6, Queen Street Place,
London, 7th December 1934.
E.C.4.

From

Messrs. John Taylor & Sons,
6, Queen Street Place,
London, E. C. 4.

To

M. Venkatanaranappa Esq., B.A.,
Secretary to Government,
Development Department,
Bangalore.

Sir,

We have the honour to inform you that the prints of the draft Deed of Variation and Agreement embodying the terms of the settlement in respect to the renewal of the Kolar Mining Companies' leases have been completed and finally approved by the Boards of all the four Companies. It only remains now to obtain Government's approval and Messrs. Moresby & Thomas, the Companies' Solicitors in Madras, are being instructed by this mail to attend upon Government in Bangalore for that purpose.

Messrs. Moresby & Thomas will be fully instructed in regard to the explanations for any alterations from the original draft which have been called for but Government will doubtless like to have such explanations direct from us as well. We accordingly have the honour to hand you six copies of the final prints herewith and to comment thereon as follows:-

DEED OF VARIATION AND AGREEMENT.

We attach in type script an exact copy of the Deed as initialled by yourself on behalf of Government and by the Companies' representative, Mr. Nye, but altered in red ink according to the final print. Government will see that there is no alteration in essence and that such alterations as there are, are solely in the matter of phrasing and wording, as regards certain of which:-

Clause 1 (2).

The date 31st December 1934 is altered to 28th February 1935 for reasons explained towards the end of this letter.

Clause 2 (2 (c)).

The legal advisers have altered "meant" to "made and applied" The Companies approve.

Clause 2 (4 (a))

1. The word "for" is substituted for "during". This is in line with the rest of the document.
2. The wording of the provision for the ascertainment of the dividend rate in certain special circumstances has been redrafted. The meaning and intention are the same.

THE SCHEDULE.
(Form of Lease)

With three exceptions the alterations are all

consequential upon the alterations to the Deed and call for no further comment.

The first exception concerns

Clause 19.

This clause has now been settled according to Government's wishes. It has involved the deletion from the original draft of the following concluding words, "such consent not to be unreasonably withheld".

It is felt that in view of the Companies' action in deferring to Government's wishes in this way, Government may favourably consider the giving of an assurance that in the event, during the currency of the new leases, of any one of the four Companies discontinuing business, the surviving Companies be given the first opportunity to negotiate for the assignment of its leases on such Royalty terms as may be agreeable to Government at the time.

We submit that not only is this a priority to which the members of the group are admittedly entitled, but that there are sound reasons for it in the desirability, and almost necessity from a technical point of view, of ensuring the maintenance of a common management, having regard to the ever-present problems of ensuring the safety of the workers and providing for the utmost economy in the working of the Mines. Joint action and

correlated plans such as are ensured so long as the Mines remain under our management, are of the highest importance in mining at these great depths; in the devising of means for the countering of the effects of rock-bursts and fires, and for the adequate ventilation of the mine workings.

The second exception concerns:-

Clause 21 - Line 404.

The legal advisers have amplified the definition "machinery" by the addition of the words "and plant" and they have interpolated the words "whether erected or installed before or after the date of these presents" The Companies have no objection and have approved.

Clause 21 - Lines 407/8.

The legal advisers have pointed out that both parties interests require the insertion of a determining time factor and words have been interpolated fixing this at three months before expiration whereby Government have a margin of three months after receipt of notice (Clause 25) within which to come to a decision.

SECOND SCHEDULE.
(Second Part).

Line 520 et seq.

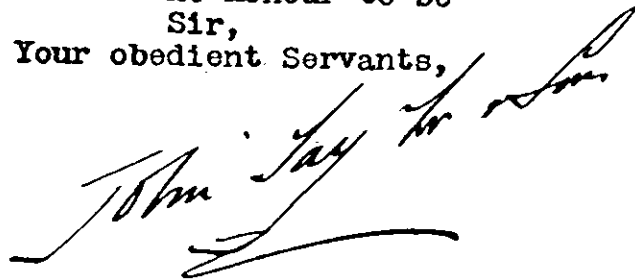
The legal advisers prefer to incorporate the

5.

subject matter of the Note governing the case of dividends made payable free of income tax in the text rather than to leave it in the form of a Note. It is therefore interpolated at Line 520 and at the same time a slightly altered wording has been adopted. It may be agreed that the altered wording is an improvement.

We trust that Government will find no difficulty in quickly assenting to these final prints, when we will at once proceed to complete the engrossments of the Deeds and the accompanying Leases. In order to obviate delay in this as far as we can and relying on no further alterations being made, we are already putting the engrossments in hand, but even then it will not be possible for them to be ready before the 31st December, the date originally fixed for completion. We have therefore, as already indicated, altered the date in the document to the 28th February 1935, which should allow sufficient time. In order to still further expedite matters the Companies propose to execute all the engrossments before they are presented to Government for the final act of their signature.

We have the honour to be
Sir,
Your obedient Servants,

A handwritten signature in cursive script, appearing to read "John Jay", with a long horizontal flourish extending to the right.

THIS AGREEMENT AND DEED OF VARIATION is made the

..... day of 193⁵ Between THE

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE (hereinafter

called the Lessors which expression where the context admits

includes the said Government their successors and assigns) of the

one part and

COMPANY LIMITED whose registered office is at

(hereinafter called the Lessees which expression where the context

admits include the said Company their successors and assigns)

of the other part WHEREAS this Deed is supplemental to a Lease

(hereinafter called the Existing Lease) dated the

day of 19 and made between the

Lessors of the one part and the Lessees of the other part

W

whereby certain mining and other rights licenses and liberties

therein mentioned were demised and granted unto the Lessees for a

term of thirty years from the day of 19

at the rent and royalties therein mentioned and subject to the

covenants by the Lessees and ^{the} conditions by and in the Existing

Lease reserved and contained.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED as follows:-

1. (1) The Lessors shall grant and the Lessees shall accept a new lease of the premises comprised in the Existing Lease for a

term of 30 years from the expiration of the term granted by the Existing Lease such new lease to be in the form and to contain the covenants and conditions contained in the form of lease set out in the Schedule hereto.

(2) The said new lease shall be executed by the Lessors and shall be delivered by them to the Lessees on or before the ^{28th} ~~31st~~ day of ^{February} ~~December~~ 1934⁵ and the Lessees shall at the same time execute and deliver to the Lessors a counterpart thereof.

2. (1) As from the 1st day of January 1934 and during the residue of the term granted by the Existing Lease the Lessees shall (except in any year in respect of which no dividend is made payable by the Lessees) pay to the Lessors in sterling a royalty (hereinafter called the New Royalty) on the amount of all dividends (which expression wherever it occurs shall include everything from whatever source and in whatever form distributed to the shareholders other than a return of capital) made payable by the lessees for any year or on the "adjusted annual profits" of the ^{in the same year} Lessees, (as defined in the 1st part of the 2nd Schedule to the form of Lease set out in the Schedule hereto) (whichever shall be ^{the} greater) at rates equivalent (subject as hereinafter provided) to two-thirds of the rates mentioned in the 2nd part of the 2nd Schedule to the said form of Lease which last mentioned rates as appears from the said form) vary in accordance with the variation

in the proportion which the total amount of dividend made payable *for* ~~in~~ any year by the Lessees bears to their total paid up Capital and the payment of the new royalty shall be taken to the extent of the value of the royalty - (hereinafter called the existing royalty) of $2\frac{1}{2}$ per cent - upon the amount of all dividends payable by the Lessees under the existing Lease to be in satisfaction of the existing royalty but so that the amount payable in respect of the new royalty shall not be less than the amount of the existing royalty ascertained in accordance with the provisions for that purpose contained in the existing lease.

(2) PROVIDED ALWAYS as follows:-

- (a) The new royalty shall not be payable in respect of *made payable* any dividends ~~paid~~ by the Lessees or in respect of the adjusted annual profits (defined as aforesaid) of the Lessees for or on account of the year 1933 notwithstanding that the same may be paid or ascertained after the 31st day of December 1933.
- (b) If in any year the Lessees shall hold more than one Lease from the Lessors whether already granted or hereafter to be granted and each reserving a royalty which is ascertainable by reference to the dividend made payable by the Lessees and/or to the adjusted annual profits of the Lessees

not more than one of such royalties shall be payable in respect of the dividend or adjusted annual profits of the Company for that year.

(c) If at any time during the residue of the term granted by the existing Lease the Lessees shall make any new issue of shares the total paid up capital of the Lessees shall not (for the purpose of ascertaining the amount of the new royalty) be deemed (without the previous consent in writing of the Lessors) to have been thereby increased by an amount greater either than the aggregate sum which shall from time to time have been actually subscribed in cash to the Lessees in respect of such new issue or than the total nominal value of the new shares issued (whichever shall be the less, provided that no subscription in cash or issue of *made and applied* shares not meant for the purpose of working the premises comprised in the Existing Lease or in any other lease now held by the Lessees from the Lessors shall be included in ascertaining the total paid-up capital for the purpose aforesaid.

(3) The Lessees hereby covenant with the Lessors that the

new royalty shall (subject as aforesaid) be paid in manner
^{after}
 hereinbelow prescribed:-

- (a) On any amount distributable as ^{an} ~~ad~~-interim
^{made payable}
 dividend as and when ~~declared~~ a payment on
 account shall be made at rates equivalent to
 two-thirds of the rates mentioned in Part 11
 of Schedule 11 to the Form of Lease set out in
 the Schedule hereto which rates shall (for this
 purpose) vary in accordance with the variation
 in the proportion which the total amount of such
^{of the Lessees}
 dividend bears to the total paid up capital and
- (b) The balance of the new Royalty shall be paid on
 the seventh day following the adoption of the
 annual report and accounts of the lessees by
 their shareholders assembled in General
 Meeting and all the powers and provisions
 contained in the existing Lease for securing
 and enforcing the payment or discharge by the
 Lessees of the royalties and liabilities of
 the Lessees thereunder shall apply and be
 exerciseable by the Lessors for securing or
^{like}
 enforcing payment of the new royalty in ~~the~~
 manner in all respects as if the said royalty

had originally been reserved by the Existing Lease.

(4) Notwithstanding anything hereinbefore contained the Lessees hereby covenant with the Lessors that in the event of the Lessees going into liquidation the new royalty for the period subsequent to the end of the year for which the last payment has been made in accordance with sub clause 3 above and ending with the date of commencement of liquidation (which period is hereinafter called the period) and thereafter shall be ascertained and paid in the manner hereinbelow prescribed:-

(a) An account as at the date of commencement of liquidation shall be prepared in the form of an annual account and the "adjusted profits" for the period shall be ascertained by reference to such account in the same manner so far as may be as the "adjusted annual profits" are ascertained by reference to the published annual accounts of the Lessees and the new royalty for the period shall be paid on the amount of all dividends which may have been made payable ^{for} ~~during~~ the period or on the amount of such "adjusted profits" whichever shall be the greater at rates determined in the same manner as the rates of new royalty for any year are determined under sub clause (1) above, ^{subject to the proviso that for the purpose of this clause} the proportion ^{which} ~~of~~ the "adjusted profits" ^{shall bear} for the period to the total paid up capital ~~being deemed~~

shall be substituted for 7.
~~for this purpose to be~~ the proportion ^{*which*} of the total amount of
dividends made payable ^{*for*} in any year ^{*bears*} ~~by the Lessees~~ to their total
paid-up capital.

^{*on which*}
(b) From the date ^{*^*} the Lessees go into liquidation the Lessors
shall in lieu of the new royalty be entitled to and be paid five
percentum of all profits made by the Liquidator in carrying on the
business of the Lessees.

3. The Lessors hereby covenant with the Lessees that during the
residue of the term granted by the existing Lease the Lessors
shall not in exercise of their Governmental or other powers levy
or impose any special taxation on Kolar gold.

4. The provisions contained in Clause 22 of the Existing Lease
shall be varied in manner hereinafter appearing (that is to say)
The words "And the award made by such Arbitrators or Umpire may be
filed in Court and enforced as a decree subject to the provisions
of the Mysore Arbitration Regulation or any then subsisting
statutory modification thereof" shall be substituted for the words
"and the award made by such Arbitrators or Umpire may be made by
a rule of Court subject to the provisions of the Code of Civil
Procedure or any then statutory modification thereof"

5. Nothing herein contained shall operate so as to modify or
affect in any way the right of the Lessees to determine the term
granted by the Existing Lease in the manner provided by Clause 32

8.

thereof Provided that if at any time such right be exercised or the Existing Lease is determined in any manner otherwise than by lapse of time all the rights and liabilities of the Lessors and the Lessees under the lease hereby agreed to be granted shall forthwith cease and determine.

6. Except as hereby expressly varied all the covenants provisions and conditions contained in the Existing Lease shall continue in full force.

IN WITNESS &c.

FRESBY & THOMAS.

SOLICITORS, NOTARIES
AND COMMISSIONERS FOR OATHS.

PARTNERS:

ATTESTING:

H. M. SMALL, M.A., LL.B.

TELEGRAPHIC ADDRESS:

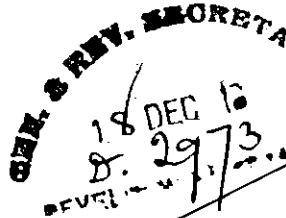
"CLAMOR," MADRAS.

CODE:

A. B. C. 5TH EDITION.

TELEPHONE No. 2026.

File 60-34-20



High Court House,
Madras.

17th December 1934.

From Messrs. Moresby & Thomas,
Solicitors & Notaries Public,
High Court House, Madras.

To N. Venkatanaranappa Esq., B.A.,
Development Secretary to the Government of Mysore,
General & Revenue Secretariat,
Bangalore.

Sir,

Messrs. John Taylor & Sons - Deeds of Variation & New Leases.

In continuation of our letter of the 11th instant we have today received by Air Mail further instructions on behalf of our abovementioned clients who inform us that they have written your good self also by two Air Mail letters dated the 7th instant, with a fresh draft form of Agreement with slight alterations which alterations they have fully explained in their said letters. We trust those letters have safely reached you by the last incoming Air Mail and that the fresh draft deed receives the approval of your Government in which case we should be obliged by your sending us one print duly initialled as approved by Government when we are to cable the fact to our clients.

As there are a large number of documents to be completed, printed, executed by the Lessees and sent out to us for execution by your Government and registration a very early assent is earnestly requested. In this connection will you please advise us by return post the exact form of words to be inserted in the

testimonium clause at the end of each lease, so far as such form of words relates to the execution of the deeds on behalf of your Government? We have to cable this information to our clients

It is unnecessary for us to comment here on the slight alterations to the draft previously initialled on behalf of the parties but we are glad to note that agreement has now been reached on the form of Clause 19 of the new leases and we will commend to your Government's especial consideration our clients' submissions as regards their agreement on this clause contained in their second letter to you of the 7th instant above referred to.

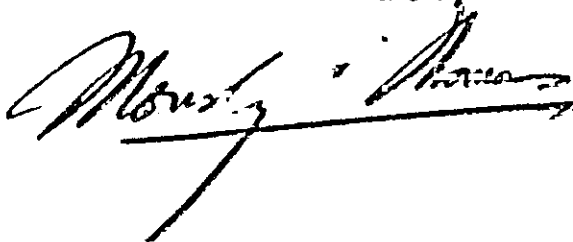
You will appreciate that the draft now under consideration, a print of which we enclose herewith, is to be regarded as a standard form and that the documents in respect of each block of land will differ only so far as dates, parcels and plans are concerned and that in some cases merely formal additional recitals will be necessary to deal with leases which have been the subject of assignments. Our clients assume but would feel obliged if you will confirm that Government will not require separate drafts dealing with each individual block to be submitted to it for formal approval but that it will be content to receive in due course the actual engrossments for approval and execution as otherwise further heavy expense and loss of valuable time will be incurred.

The only other point we wish to draw to your attention in

this letter is this: it is a physical impossibility to have the several documents prepared and ready for execution by the end of the current month and we are unable to say how long the necessary adjudication of stamp duties will take. In the case of mining leases granted by your Government such an adjudication appears necessary under the provisions of the Mysore Stamp Regulation now in force and while, in our submission, the stamp duty payable in respect of the Agreements (which are only supplemental to the leases now in force) is the nominal stamp duty on ordinary agreements, namely eight annas, under Article 5, Schedule I of the Regulation, we propose to have all the documents adjudicated for stamp duty purposes by the Deputy Commissioner referred to in the Stamp Regulation at one and the same time for convenience if this is practicable, and we should be glad to have a note of his full designation and postal address.

HMS/MRV

We have the honour to be,
Sir,
Your obedient servants,

A handwritten signature in dark ink, appearing to read 'Moulsey & Thomas', written over a horizontal line.

To

N 4140
Messrs. John Taylor & Sons,
L o n d o n.

Gentlemen,

I am directed to acknowledge with thanks the receipt of your letter of the 7th December addressed to the Dewan and to state that the Government have noted with pleasure the ~~empha-~~^{tic} assurance of the Directors of the Four -- Kolar Gold Mining Companies of their intention to implement the agreement regarding the new Kolar leases in a spirit of fairness and equity. Government have every confidence that ^{the} Companies will, in the words of the Chairman of the Mysore Company, "fulfill the agreement loyally, both in the spirit and the letter", and I am to -- assure you that Government ^{too} ~~in their turn~~ will interpret the terms of settlement in a similar spirit.

I have etc.,

Wm.
Secretary to Govt.
Dev. Deptt.

c.n.

4141
Dec 6-22-22

Messrs. John Taylor & Sons,
L O N D O N.

Gentlemen.

I am directed to acknowledge with thanks the receipt of your two letters of the 7th December 1934 regarding the Kolar Gold Field leases together with the final prints of the draft deed of variation and agreement as approved by the Boards of all the four Companies.

Your Madras Solicitors Messrs. Moresby and Thomas have also written ~~to us~~ in the matter and ~~the same~~ ^{it} is receiving the ~~immediate~~ ^{urgent} attention of Government.

I have etc.,

MW.

Secretary to Government
Development Department

Gentlemen,
I am directed to
acknowledge with thanks the
receipt of your

P. Govt are also glad to
note that the companies
are prepared to meet the
working this Govt and to pay
the additional royalty ~~decreased~~
the premium that will fall due, as
soon as as the acceptance
the drafts by the ~~to go~~
drafts ~~is covered~~ by Govt
is commuted by Govt
your solicitors Messrs Moresby
& Thomas.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated, Bangalore, 21st December 1934.

No:

4141
Sub 60-34-22

From

H. Venkatanaranappa, Esq., B.A.,
Secretary to the Government of His Highness the Maharaja of Mysore.
Development Department.

To

Messrs. John Taylor & Sons,
6, Queen Street Place,
London, E.C.4.

Gentlemen,

I am directed to acknowledge, with thanks, the receipt of your two letters of the 7th December 1934, regarding the Kolar Gold Field leases together with the final prints of the draft deed of variation and agreement as approved by the Boards of all the four companies.

Your Madras Solicitors Messrs. Moresby & Thomas have also written in the matter and it is receiving the urgent attention of Government.

Government are also glad to note that the Companies are prepared to meet the wishes of this Government and to pay the additional royalty that will fall due, as soon as the acceptance of the drafts by Government is communicated to you by your solicitors Messrs. Moresby and Thomas.

I have the honour to be,
Gentlemen,
Your most obedient servant,

Dr. V. L.

MV.

Secretary to Government,
Development Department.

sig

V.L.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Bangalore, Dated, 21st Dec. 1934.

No.

D 4142
Sub 60-84-23

From

M. Venkatanaranappa, Esq., B.A.,
Secretary to the Government of His Highness the Maharaja of Mysore.
Development Department.

To

Messrs. Moresby & Thomas,
Solicitors, High Court House,
Madras.

Sir,
Gentlemen,

I am directed to acknowledge the receipt of your letter of 17th December regarding the Deeds of Variation and New Leases sent by Messrs. John Taylor and Sons and to say that the matter is receiving the attention of Government and I expect to write to you very soon.

I have the honour to be,
Gentlemen,
Your most obedient servant,

Encl-

MW.
Secretary to Government,
Development Department.

SK

TO

Messrs. Moresly & Thomas,

S o l i c i t o r s.

Gentlemen,

I am directed to acknowledge the receipt of your letter of 17th December regarding the Deeds of Variation and New Leases sent by -- Messrs John Taylor and Sons and to say that the matter is receiving the ~~immediate~~ attention of Government and I expect to write to you very soon.

I have etc.,

MV.

Secretary to Govt.
Develop. Deptt.

c.n.

SUBJECT

.....

.....

Section *gel*
File No. *60-34*
Serial No. *24*

Diary No. of letter replied to

No.

D4620/h

To

General and Revenue Secretariat

()
the 193 .

Messrs Moresby & Thomas
Solicitors and Notaries Public
High Court House
Madras .

Date of issue.....

21/1/35

Signed by.....

[Signature]

Sir,
In continuation of my
letter no: D4142 / Geo. 60-34-23
dated 21st Dec 1934, I am directed
to state that the Government of
Madras have approved the
final draft ^{of the} deed of Variation
and the new lease. Sent with
Messrs John Taylor & Sons letter
of 7th Dec 1934. As desired in
your letter of 17th Dec^r one print
copy duly initialed as approved

List of enclosures.....

Copied by.....

Examined by.....

by Govt is herewith enclosed ~~to~~
~~as~~ to enable you to cable the
fact to your clients in London.

As regards the form of words
to be inserted in the testimonium
clause at the end of each lease,
I am to suggest the following,
so far as it relates to the
execution of the deeds on behalf
of Govt

" In witness whereof
the Dewan of Mysore acting for
and on behalf of the Lessors

~~I am to~~ Govt further
agree with your suggestion that
it is not necessary to send separate
Drafts Dealing with each mining
block ~~&~~ for formal approval of
Govt but that it is sufficient if
in due course the actual engrossments
are sent for approval and execution

As regards the adjudication
of stamp duties payable on the

G. R. S. App. F. G. 3.

GENERAL AND REVENUE
SECRETARIAT.

(Continuation sheet draft form.)

several documents, I am
to inform you that ~~the~~ ^{the}
~~necessary~~ ^{necessary} application in
~~necessary application in the~~
the matter ~~has to be made~~ may
matter may, if ~~of~~ ^{of}
~~has to~~ be made to
the Deputy Comr, Bangalore
if you think an adjudication
is desirable under sec 31
of the Stamp Act is
desirable in the case of the
Deeds of Variation & the
new leases.

rec
16/1/35

I have etc

MW.

Dev Sey

1004
4621-22-16/1/35

copy to the

Chief Inspecting Engineer
& B. B. B. B.

one set of

for information. with ^{one} copy of print
of the final draft of the deed of Variation and the new
lease.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No.

Bangalore, Dated 10th January 1935

From

The Secretary to the Government of His Highness the Maharaja of Mysore,
Development Department.

To

Messrs. Moresby & Thomas
Solicitors and Notaries Public
High Court House, M A D R A S.

Sirs,

In continuation of my letter No.D.4142/Genl.60-34-23 dated 21st December 1934, I am directed to state that the Government of Mysore have approved the final draft of the deed of Variation and the new lease sent with Messrs. John Taylor & Son's letter of 7th December 1934. As desired in your letter of 17th December one principal copy duly initialled as approved by Government is herewith enclosed to enable you to cable the fact to your clients in London.

As regards the form of words to be inserted in the testimonium clause at the end of each lease, I am to suggest the following, so far as it relates to the execution of the deed on behalf of Government.

" In witness whereof the Dewan of Mysore
acting for and on behalf of the Lessors

Government further agree with your suggestion that it is not necessary to send separate drafts dealing with each mining block for formal approval of Government but that it is sufficient if in due course the actual engagements are sent for approval and execution.

As regards the adjudication of stamp duties payable on the several documents, I am to inform you that the necessary application in the matter may be made to the Deputy Commissioner, Bangalore, if you think an adjudication under Section 31 of the Stamp Regulation

is desirable in the case of the Decda of Variation and the new
leases.

I have the honour to be,

Sir,

Your most obedient servant,

Drift

leg

Jr Secretary to Government,
Development Department.

Memo *J/4621-27*

RE 2/11/55

copy to the

on 5 Feb

no chief Inspector of mines & Explosives

MORESBY & THOMAS.

SOLICITORS, NOTARIES
AND COMMISSIONERS FOR OATHS

H. M. SMALL, M.A., LL.B.

TELEGRAPHIC ADDRESS:
"CLAMOR," MADRAS.

CODE:

A. B. C. 5TH ED. 1900

TELEPHONE NO. 2116.

Genl. 60-34-25

High Court House.

Madras.

23rd January 1935

3578
GEN. & REV. SEC. ALCAT
24 JAN 1935

From Messrs. Moresby & Thomas,
Solicitors & Notaries Public,
High Court House,
Madras.

To The Secretary to the Government of His Highness the Maharaja
of Mysore,
Development Department,
General & Revenue Secretariat,
Bangalore.

Sir,

Messrs. John Taylor & Sons - Deeds of Variation
and New Leases.

We have the honour to acknowledge receipt of your
letter No. D.4620/Genl. 100-34-24 of the 21st instant with
its enclosed draft Lease duly initialled on behalf of your
Government for which we are obliged and note contents.

We have accordingly this day cabled our client fully
in regard to the contents of your letter and now await
receiving from them the engrossments of the various Leases
which on receipt we will submit to the Deputy Commissioner,
Bangalore to be duly stamped and thereafter to be submitted
to you for approval and execution on behalf of your Government.

We are much obliged to you for advising us the form of
clause adopted for the execution of the deeds on behalf of
Government.

HMS/MRV

We have the honour to be

Sir,

Your obedient servants,

Moresby & Thomas

Q 4 A 7 Q at 1.2.35

Strictly Confidential

Dear Mr. Chennaraj Urs.

It is likely that certain documents relating to the renewal of the Kolare Gold Mining Leases will be sent to you by Messrs Moresby & Thomas, Solicitors for Messrs John Taylor & Sons, for adjudication under sec 31 of the Mysore Stamp Regulation. I am to ^{request} say that Govt desire that in case the matter comes before you, the Law Department may be consulted before you give your decision regarding the stamp duty payable.

Yours sincerely,
M.V.

Recd
29/1/35

Ho
21/1

D. O. No.

84279

GENERAL AND REVENUE SECRETARIAT, 31st January 19

Dated, Bangalore

Strictly Confidential

Dear Mr.Chennaraj Urs,

It is likely that certain documents relating to the renewal of the Kolar Gold Mining Leases will be sent to you by Messrs.Horesby and Thomas, Solicitors for Messrs.John Taylor and Sons., for adjudication under Section 31 of the Mysore Stamp Regulation. I am to request that in case the matter comes before you, the Law Department may be consulted before you give your decision regarding the stamp duty payable.

Yours sincerely,

MV.

Brill

M. Chennaraj Urs; Esq., B.A., LL.B.,
Deputy Commissioner, Bangalore.

h

SUBJECT

Section. *Genl*
 File No. *60-34*
 Serial No. *R.*

Diary No. of letter replied to

No.

To

P. 5480

General and Revenue Secretariat.

()

the 193 .

*Messrs Messers & Thomas,
 Solicitors & Notaries Public
 High Court - Home
 Madras.*

Date of issue

*14/12/35**Dear Sirs,*

Signed by

[Signature]

*In
 forwarded to*

*with reference to correspondence
 ending with your letter no date*

*23/11/35 - re. Heads of Variation &
 with Messrs J. J. & Sons, *Genl*
 new lease, and to enquire*

*whether the engagements of the
 various lease have been received*

from your client in London &

if so, to request that the

submission, after ^{being} duly stamped

List of enclosures

Copied by

Examined by

*r
 Messrs John Taylor
 & Sons*

may be kindly expedited for approval
and execution by Govt- as the
documents- have to be signed &
registered before the 28th instant-

Yours faithfully

13/12/35.
J. A. S.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No.

11 5780

Dated, Bangalore, _____ 193

14th February 5

From

Govt 60-14

Secretary to the Government of His Highness the Maharaja of Mysore,
Development Department.

To

Messrs. Moresby & Thomas,
Solicitors & Notaries Public,
High Court House, Madras.

xxx Sir,

Dear Sirs,

In inviting reference to correspondence ending with your letter dated 23rd January 1935 regarding Deeds of Variation and new leases with Messrs. John Taylor & Sons, I am desired to enquire whether the engrossments of the various leases have been received from your client in London and if so, to request ^{not} their submission, after being duly stamped, may be kindly expedited for approval and execution by Government, as the documents have to be signed and registered before the 28th instant.

Yours faithfully,

B.K.M.

des

Dr Secretary to Government,
Development Department.

By

B.K.M.2

MORESBY & THOMAS.

SOLICITORS, NOTARIES
AND COMMISSIONERS FOR OATHS

H. M. SMALL, M.A., LL.B.

TELEGRAPHIC ADDRESS:
"CLAMOR," MADRAS.

CODE:
A. B. C. 5TH EDITION.
TELEPHONE NO. 2026.

Geol. 60-34-26.

3933

High Court House

Madras

GEN. & REV. SECRETARIAT

18th February 1935

DEVELOPMENT BRANCH.

From Messrs. Moresby & Thomas,
Solicitors,
High Court House,
Madras.

To The Secretary to the Government of His
Highness the Maharajah of Mysore, 5952
Development Department,
General & Revenue Secretariat,
Bangalore.

For perusal we
will have ready four days.
For perusal

19.2.35

me
19/2

19/2/35

19.2.35

Sir,

Re: Kolar Leases - Messrs. John Taylor & Sons.

We are duly in receipt of your letter D.5480/Genl.60-34
of the 14th instant and regret to inform you that we have not
yet received the engrossments of the leases in question though
these had been promised ^{to} us by the English Mail which arrived
on Saturday. We expect to receive the same on Saturday next
at the latest and in the meantime in order to avoid delay,
have addressed the Deputy Commissioner of Bangalore in regard
to preparations for the stamping of the documents.

We will write you again immediately the documents are
to hand.

We have the honour to be,
Sir,

Your obedient servants,

HMS/MRV

Moresby & Thomas

JOHN TAYLOR & SONS.

TELEGRAPHIC ADDRESSES,
INLAND TELEGRAMS:-

"ROLYAT, CANNON, LONDON"
CABLEGRAMS:-

"ROLYAT LONDON"

TELEPHONE, CENTRAL 2426.

(4 LINES)

KENNETH BARING TAYLOR.
SYDNEY ENFIELD TAYLOR

260-34-27
4035
By Air mail.

6. Queen Street Place,
London.

15th February 1935.

E.C. 4.

From

Messrs. John Taylor & Sons,
6, Queen Street Place,
London, E.C. 4.

GEN. & P. SECY, GOVT.
DEVELOPMENT BRANCH.

To

M. Venkatanaranappa Esq., "B.A.",
Secretary to Government,
Development Department,
Bangalore.

125735
Refer, please
Sir,

We have the honour to inform you that we have been
duly notified by Messrs. Moresby & Thomas of Government's
approval of the final drafts of the deed of variation and the
new lease as signified in Government's letter to the above firm
No. D.4620/Geol. dated Bangalore 21st January 1935.
260-34-24

In view of this, we proceeded at once to arrange for
the execution by the Companies concerned of the agreements,
leases and counterparts to which they are respectively parties
and these documents are being sent to Messrs. Moresby & Thomas
by this mail for presentation to Government for signature. We
have instructed Messrs Moresby & Thomas with regard to the
requisite stamping and to make on behalf of the Companies
concerned the final exchange of documents.

We beg to take this opportunity to express on behalf of

2.

the Companies their grateful appreciation of the steps taken by Government to facilitate the disposal of this matter and at the same time to invite Government's kind attention to the paragraph in our letter of the 7th December on the question of the position in regard to any assignment of leases which might arise in the event of one or other of the contracting Companies discontinuing business at some future date. We trust that Government may see their way to intimate their acceptance of the suggestion which we had the honour to submit.

We have the honour to be,
Sir,
Your obedient Servants,

A handwritten signature in cursive script, appearing to read "John Taylor". The signature is written in dark ink and is positioned below the typed text.

M. MORESBY & THOMAS.
SOLICITORS, NOTARIES
AND COMMISSIONERS FOR OATHS

H. M. SMALL, M.A., LL.B.

TELEGRAPHIC ADDRESS:
"CLAMOR," MADRAS.

CODE:
A. B. C. 5TH EDITION.
TELEPHONE NO. 2026.

4037
60-34-28
feol
High Court House
Madras.

25th February 1935

From Moresby & Thomas,
Solicitors,
High Court House,
Madras.

To The Secretary to the Government of His Highness
the Maharajah of Mysore,
Development Department,
General & Revenue Secretariat,
Bangalore.

Sir,

Re: Kolar Leases - Messrs. John Taylor & Sons.

In continuation of our letter of the 18th instant we
enclose for your information copies of our telegram and
letter of even date to the District Deputy Commissioner,
Bangalore, and trust that the request we make under Section
41 of the Mysore Stamp Regulation will be granted so that
we may immediately send you the documents to be checked over
and executed on behalf of your Government.

We very much doubt if in the circumstances the formal
exchange of documents can be effected on the 28th instant
but time may be extended by agreement of parties and we shall
be glad to have your views and to learn when our Mr. Small
may attend at Bangalore for the formal exchange.

We have the honour to be,
Sir,

HMS/MRV

Your obedient servants,

Moresby & Thomas

Copy Telegram.

DISTRICT DEPUTY COMMISSIONER

BANGALORE.

RE OUR LETTER FIFTH INSTANT DOCUMENTS ~~RECEIVED~~ RECEIVED ONLY
TODAY TO BE EXECUTED BY MYSORE GOVERNMENT ON
OR BEFORE TWENTY-EIGHTH INSTANT PLEASE ADVISE IF
SAME MAY IN CIRCUMSTANCES BE EXECUTED FIRST AND
LODGED WITH YOU FOR STAMPING AFTERWARDS AND WILL

-2-

BE	EXCUSED	UNDER	SECTION	FORTY-ONE	MYSORE	STAMP
REGULATION	ON	GROUND		URGENT	NECESSITY	
STOP	REPLY	PREPAID		MORESBY	AND	THOMAS
SOLICITORS		MADRAS				

CLAMOR

High Court House, Madras,
25th February 1935.

DRESBY & THOMAS.
SOLICITORS, NOTARIES
AND COMMISSIONERS FOR OATHS

H. M. SMALL, M.A., LL.B.

TELEGRAPHIC ADDRESS:
"CLAMOR," MADRAS.

CODE:
A. B. C. 5TH EDITION.

TELEPHONE NO. 2025.

Copy

*High Court House
Madras*

URGENT.

25th February 1935

R/A

From Moresby & Thomas,
Solicitors,
High Court House,
Madras.

To The District Deputy Commissioner,
Bangalore.

Sir,

Kolar Gold Field Leases - Adjudication
of Stamp Duties.

In continuation of our letter of the 5th instant we have only this day received from London the documents in question, including Agreements, leases and counterparts - eighty in number which are being checked over.

As the documents should be executed on behalf of the Government on or before the 28th instant - which appears an impossibility - we should be favoured by your assuring us that the documents may first be executed on behalf of Government and thereafter deposited with you for adjudication of stamp duty and that in the circumstances the omission to stamp them prior to execution will be excused by you under Section 41 of the Mysore Stamp Regulation on the ground of urgent necessity. As the matter is urgent we wired you a ~~reply~~ paid wire today as follows on this point and await

your reply:-

"Re our letter fifth instant documents received only
"today to be executed by Mysore Government on or
"before twenty-eighth instant please advise if same
"may in circumstances be executed first and lodged
"with you for stamping afterwards and will be excused
"under Section forty-one Mysore Stamp Regulation on
"ground urgent necessity stop reply prepaid Moresby
"and Thomas Solicitors Madras"

We enclose a general power of attorney by the four mining companies in favour of our Mr. Small dated in London the 14th February, 1936 and received only today and should be obliged by your having same stamped with duty Rs.7/8/- and returning same to us as early as possible as it will be required on the 28th instant. We also enclose our cheque for Rs.8/- on account of such stamp duty and return registered postage.

Please acknowledge receipt of the enclosures.

We have the honour to be,
Sir,
Your obedient servants,

HMS/MRV

SUBJECT

Section *feol*File No. *60-34*Serial No. *29*

Diary No. of letter replied to

No. *D 5-729*

To

*Messrs. Hovey & Thomas,
Solicitors, High Court
Bangalore*

General and Revenue Secretariat

()

the 193 .

*Sd/-**With ref to your letter*Date of issue *27.2.35**dated 27/2/35 - stating that it*

Signed by

*may not be possible to effect the**formal exchange of documents**relating to the renewal of Kolar**gold mining lease on the**28. instant - ^{suggesting} that time may be**extended by agreement of parties*

List of enclosures

I am directed to state that

Copied by

*the Govt of Mysore will have no**objection to the time being*

Examined by

*extended up to 31st March 1935
for final approval & execution of the**No D 5736 d 27/2/35 -
Copy to the F.C. Bangalore.**Pls. cl-
beg 27/2/35
Jr. Secy*

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No.

N 5122 Dated, Bangalore, 26th February 1935

From

The Secretary to the Government of His Highness the Maharaja of Mysore,
Development Department.

To

Messrs. Morenby & Thomas,
Solicitors, High Court Home,
Madras.

Sir,

With reference to your letter dated 25th February 1935 stating that it may not be possible to effect the formal exchange of documents relating to the renewal of Kolar Gold Mining leases on the 28th instant and suggesting that time may be extended by agreement of parties etc., I am directed to state that the Government of Mysore will have no objection to the time being extended up to 31st March 1935 for final approval ~~of~~ and execution of ^{the} documents.

I have the honor to be,
Sir,
Your most obedient servant,

Sd/- M.Venkatanaranappa,
Secretary to Government,
Development Department.

Memo No.

157-2-

Copy of the foregoing is forwarded, with compliments, to the Deputy Commissioner, Bangalore District.

By Order,

Ort

For Secretary to Government,
Development Department.

• or

2/3
Moresby & Thomas.

SOLICITORS, NOTARIES
AND COMMISSIONERS FOR OATHS

H. M. SMALL, M.A., LL.B.

TELEGRAPHIC ADDRESS:
"CLAMOR," MADRAS.

CODE:
A. B. C. 5TH EDITION.
TELEPHONE NO. 2026.

sent for 60-34-2930
4/62

High Court House.

Madras

27th February 1935

HCH.

From Moresby & Thomas,
Solicitors,
High Court House
Madras.

To The Secretary to the Government of His Highness
the Maharajah of Mysore,
Development Department,
General & Revenue Secretariat,
Bangalore.

Sir,

Re: Kolar Leases - Messrs. John Taylor & Sons.

In continuation of our letter of Monday's date we beg to advise having sent you today by seven separate registered and insured packages the eighty documents as per list enclosed herewith.

With reference to these deeds we are instructed to add that all the deeds of Variation and all the leases are identical (excepting as to parcels of land and plans) with two exceptions only, namely:-

- (a) East Betarayaswami Block and
- (b) Mysore East Block.

In the case of (a) Government agree to extend the term of the existing lease and in the case of (b) The Mysore Gold Mining Co. Ltd. agree to surrender about five years of the term thereof the object in both cases being to make the period of all leases the same

We should be obliged if you will in due course acknowledge the safe receipt of the deeds and advise us about what date our Mr. Small should make arrangements to be in Bangalore for the

delivery of the deeds to him duly executed on behalf of Government to enable adjudication of stamp duty to proceed thereafter (as arranged with the District Deputy Commissioner yesterday) and for registration.

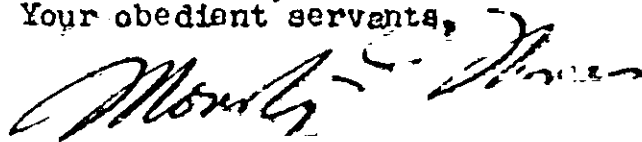
We have cabled our clients for a spare set of plans which should also be signed on behalf of the parties and lodged with the deeds for registration and when these are received we will send them on to you also for signature on behalf of Government. It is to be noted that the plans annexed to the various deeds as well as the deeds themselves should be signed. Our Mr. Small will sign them on behalf of the Companies.

We have the honour to be,

Sir,

Your obedient servants,

HMS/MRV



MORESBY & THOMAS.

SOLICITORS, NOTARIES
AND COMMISSIONERS FOR OATHS

H. M. SMALL, M.A., LL.B.

TELEGRAPHIC ADDRESS:
"CLAMOR," MADRAS.

CODE:

A. B. C. 5TH EDITION.

TELEPHONE NO. 2026.

File 60-34-31

High Court House.

Madras.

1st March 1935

From Messrs. Moresby & Thomas,
Solicitors,
High Court House,
Madras.

4163

To The Secretary to the Government of
His Highness the Maharajah of Mysore,
General & Revenue Secretariat,
Bangalore.

HCM

Sir,

We have the honour to acknowledge receipt of your letter No.D.5729/Genl.60-34-29 of the 26th ultimo for which we are obliged and note that your Government will have no objection to the time being extended up to 31st instant for final approval and execution of the documents which were dispatched to you for approval yesterday under registered and insured packages.

We have the honour to be,

Sir,

Your obedient servants,

HMS/MRV

Moresby & Thomas

SUBJECT

.....

.....

Diary No. of letter replied to

General and Revenue Secretariat

()
the 193 .

Date of issue

Signed by

List of enclosures

Copied by

Examined by

Section *feol*
File No. *60-34*
Serial No. *32*

No. *5893*

To *The Chief Inspector of mines & Explosives*

Mr. Sanyal
Dear Sir,
I am directed to forward

herewith, a copy of letter dated 27/4/35 from Messrs Messy & Thomas of Madras to gether with seven separate registers & issued packages containing documents relating to the renewal of the Kolar gold mining lease, I am directed to request you that these documents may be ^{examined &} verified in consultation with the

the Dir. of geology and a report-
as to whether the plans schedules

& other details are correct may be ...

so as to reach Govt. on or before the 10th instant.
sent within a week.

G.S.
H. S.

dec 24/35 - MW
Derby

encs **D5894**

Copy to the Dir. of Geol

for information

B - L

dec 24/35 -
Derby
a

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

D. O. No. O.

General and Revenue Secretariat

Dated, Bangalore, 2nd March 1935.

D 5893
Jul 60-84-82

Dear Mr. Suryanarayana Rau,

In forwarding herewith a copy of letter dated the 27th February 1935 from Messrs. Moresby and Thomas of Madras together with 7 separate registered and insured packages containing documents relating to the renewal of the Kolar Gold Mining leases, I am directed to request that these documents may be examined and verified in consultation with the Director of Geology and a report as to whether the plans, schedules and other details are correct, may be sent so as to reach Government on or before the 10th instant.

Yours sincerely,

Sd/- M. Venkatanarappa,

(5894

M e m o .

Copy of the above is forwarded, with compliments, to the Director of Geology in Mysore for information.

By order,

Secretary to Government,
Development Department

P.H.

14 ✓

SUBJECT

28/1/35

Section *Genl*File No. *f 60-34*Serial No. *381*No. *105709*

Diary No. of letter replied to

To

Messrs Messy & Thomas
Solicitors High Court St

General and Revenue Secretariat

()

the 193 .

Subject - Remand of ^{Chadras} K. F. F. Leas
Gentlemen

Date of issue

4/3/35

Signed by

R. N. H. H.

List of enclosures

Copied by

Examined by

I am directed to
 inform you
 acknowledge the receipt of two
 letters dated 27/2/35 & 1/3/35
 and also seven registered & insured
 packages of documents
 sent separately & to
 state that these documents
 are under examination. As
 soon as ^{this} is over, I shall
~~def~~ ^{initial} ~~forward~~ ~~about~~ the date
 on which the same may be
~~be~~ ^{forwarded} for taking delivery of
 the deeds duly executed & on

bedarf q fwt, ~~benutze adjectives~~.

Gladys Dale Furber Davis

Repetitive.

It ^{also} ~~is~~ noted that
that the plans annexed to the
various deeds as well as the
deeds themselves should be
signed & that Mr. Small will
sign them on behalf of the
Company.

Thang ch-

des 2/3/35 - ~~der~~

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated, Bangalore, 4th March 1935

No. DS 909 / Gen 60-X-33

From

The Secretary to the Government of His Highness the Maharaja of Mysore,
Development Department.

To

Messrs. Moresby & Thomas,
Solicitors, High Court House,

Sir,

M A D R A S.

Subject :- Renewal of Kolar Gold Field leases.

I am directed to acknowledge with thanks the receipt of your two letters dated 27th February 1935 and 1st March 1935 and also seven registered and insured packages of documents sent separately and to state that these documents are under examination. As soon as this is over, I shall intimate the date on which Mr. Small may go to Bangalore for taking delivery of the deeds duly executed on behalf of Government.

I also note that the plans annexed to the various deeds as well as the deeds themselves should be signed and that Mr. Small will sign them on behalf of the Companies.

I have the honour to be,

Sir,

Your most obedient servant,





Secretary to Government,
Development Department.

geo MB/
MORESBY & THOMAS.

SOLICITORS, NOTARIES
AND COMMISSIONERS FOR OATHS.

H. M. SMALL, M.A., LL.B.

TELEGRAPHIC ADDRESS:
"CLAMOR," MADRAS.

CODE:
A. B. C. 5TH EDITION.

TELEPHONE NO. 2026.

HMS
High Court House,
Madras.

6th March 1935

From Moresby & Thomas,
Solicitors,
High Court House
Madras.

To The Secretary to the Government of His
Highness the Maharajah of Mysore,
Development Department,
General & Revenue Secretariat,
Bangalore.

Sir,

Renewal of Kolar Gold Field leases.

We have the honour to acknowledge receipt
of your letter No.D.5909/Geol.60-34-34 of the
4th instant and note its contents for which we
are obliged.

We have the honour to be,

Sir,

HMS/MRV

Your obedient servants,

Moresby & Thomas

To

Messrs. John Taylor & Sons

6, Queen Street Place,

London E.C.4

Gentlemen,

I am directed to acknowledge with thanks, the receipt of your letter of the 15th February 1935 and to state that the documents relating to the renewal of the ^{Kolar} Gold Mining leases have been received from Messrs. Moresby & Thomas of Madras and are receiving due attention.

As regards the question raised in your letter of the 7th December 1934 in regard to any assignment of leases which might arise in the event of one or other of the contracting Companies discontinuing business at some future date, I am to invite reference to my letter No.44 dated 6th September 1934 addressed to Mr. Nye in the matter and to re-affirm that, in the event of any of the four Companies discontinuing business, Government are willing to give the first opportunity to the surviving Companies to negotiate for the assignment of its leases on such royalty and other terms as may be agreeable to Government at the time.

I have etc.,

^{4/3/35} Secretary to Government,
Development Department.
h

Orut-

Feb 6. 34-34
D 5-264

d 7/3/35

h

D5964

7th March 1935.

M. Venkatanarayanappa, Esquire, B.A.,
Secretary to Government,
Development Department

Messrs. John Taylor and Sons,
6, Queen Street place, London E.C.4. England.

Gentlemen,

I am directed to acknowledge with thanks, the receipt of your letter of the 15th February 1935 and to state that the documents relating to the renewal of the Kolar Gold Mining leases have been received from Messrs. Moresby and Thomas of Madras and are receiving due attention.

As regards the question raised in your letter of the 7th December 1934 in regard to any assignment of leases which might arise in the event of one or other of the contracting Companies discontinuing business at some future date, I am to invite reference to my letter No. 44 dated the 6th September 1934 addressed to Mr. Nye in the matter and to re-affirm that, in the event of any of the four Companies discontinuing business, Government are willing to give the first opportunity to the surviving Companies to negotiate for the assignment of its leases on such royalty and other terms as may be agreeable to Government at the time.

I have the honor to be,
S i r,
Your most obedient servant,

Engl

WV.

Secretary to Government,
Development Department

P.H.

I don't-

Appendix FG—1]

SUBJECT

Fair don't

Section *fed*

File No. *60-24*

Serial No. *34*

Diary No. of letter replied to

No. *DS-864*

To

*Messrs John Taylor & Sons
6, Queen Street Place
London E.C. 4*

General and Revenue Secretariat

()
the 193 .

Gentlemen

I am directed to-

Date of issue *7/3/34*

Acknowledge, with thanks, the

Signed by *Mr. M-U*

*receipt of your letter of the
15th Feb 1935 and ^{to state} ~~note~~ that*

the documents relating to the

renewal of the Kolar gold

mining lease have been

*received from
~~sent by~~ you to Messrs*

List of enclosures

*Moresby & Thomas of Madras
and are receiving due attention
~~for presentation to Govt for~~*

Copied by

Signature.

Examined by

As regards the question

raised in your letter of the 7th 1934 in ~~respect to~~ ^{regarding} any assignment of lease which might issue in the event of one or other of the contracting Companies discontinuing business at some future date, I am to invite ~~XXXX~~ reference to my letter no 44 dated 6/9/34 addressed to Mr. Nye in the matter and to ~~state~~ ^{re-affirm} that, ~~XXXX~~ in the event of any of the four Companies discontinuing business, Govt are willing to give the first opportunity to the surviving Companies to negotiate for the assignment of its lease on such royalty and other terms as may be agreeable to Govt at the time

I have etc

2/3/35 Dec 47

✓ ~~6034~~ 60-34-35-
GOVERNMENT OF MYSORE.

4288

Graphic Address :-
"MINESPECTOR"

DEPARTMENT OF MINES AND EXPLOSIVES.

Camp: Bangalore, 8th March

Dated ~~Permanently~~ 9th 1935
(S. India).

Camp No. A.

Encl. Two plus four sealed packages sent
separately

Confidential

FROM

C. E. SURYANARAYANA RAU, ESQ., MEM., A.I.M.E., ETC.,

Chief Inspector of Mines and Explosives in Mysore.

M. Venkatanaranappa, Esq., B.A.,

Secretary to the Government of

His Highness the Maharaja of Mysore,

Development Department, B A N G A L O R E

Sir,

With reference to your D.O. letter No.5893 /Geol.60-31-32 dated 2nd March 1935 forwarding the documents relating to the renewal of Kolar Gold Mining Leases and requesting to verify and examine them in consultation with the Director of Geology and to report whether the plans, schedules and other details are correct, I have the honour to state that the Director of Geology and myself have jointly checked and examined the documents.

1. In the case of the following mining blocks:-

1. South Block
2. Kempinkote Block
3. South Kempinkote Block
4. Champion Reef Block
5. Champion Reef Western Block
6. Victoria Block
7. Ajjappalli Block
8. Golconda Block
9. Northern Portion of Nundydroog Western Block

which have had a previous assignment, an additional clause setting forth the date of assignment and other particulars have been inserted after line 17 in the Deed of variation and Assignment and after line 172 in the Mining Lease.

2. In the documents of the two following Mining Blocks, viz

1. Balaghat Block
2. Balaghat Western Block

which have undergone repeated assignments the wordings of the newly introduced clause are slightly different.

C. E. Rau

B.

2.

In consequence of this, in place of the word "Lessees" of the draft document, the name of the Mining Company -- concerned has been substituted.

In the Agreement and Deed of variation relating to the Mysore East Block, and also the East Betarayaswami Block after line 19 in the approved draft, a new clause No.1 with three sub clauses setting forth certain conditions of holding has been newly inserted.

We beg to suggest that these changes introduced in the approved draft, may kindly be got further scrutinised in the Law Secretariat, regarding their Legal aspects.

As regards East Betarayaswami Block I beg to invite reference to my letter No.567 dated 24-9-1934 stating that the Schedule of Boundaries of this mining Block is incomplete. As it is still so, it is a point for consideration if it is not desirable to have the lands comprised in this block *fully* defined and demarcated before the Registration of the document is effected.

The plans and Schedules of all the Mining Leases have been duly checked and verified, ^{and} all minor clerical errors noticed have been rectified.

The documents have been made up into 4 separate packets ^{as detailed on pages 3 & 4} and they have been sealed. These and also the Schedule of documents, received with your letter under reply are herewith returned as requested.

I have the honour to be,
Sir,

Your most obedient servant,

C. S. Srinivasan
CHIEF INSPECTOR OF MINES &

D.S.R.

EXPLOSIVES IN MYSORE.

Originals
 LIST OF DOCUMENTS IN EACH PACKAGE.

<u>Documents.</u>		
No.1/ Package.	/ 2 Agreements & Deed of Variation.	} The Ooregum Block.
	/ 2 Leases.	
	/ 2 Agreements & Deed of Variation.	} The Ooregum Western Block.
	/ 2 Leases.	
	/ 2 Agreements & Deed of Variation.	} The Champion Reef Western Block.
	/ 2 Leases.	
	/ 2 Agreements & Deed of Variation.	} The Champion Reef Block.
	/ 2 Leases.	
	/ 2 Agreements & Deed of Variation.	} The Nundydroog Block. Nundydroog Western Block.(less Northern Portion) Tank Block.
	/ 2 Leases.	

No.2 Package.	/ 2 Agreements & Deed of Variation.	} The South Block.
	/ 2 Leases.	
	/ 2 Agreements & Deed of Variation.	} The Mysore Southern Boundary Block.
	/ 2 Leases.	
	/ 2 Agreements & Deed of Variation.	} The Mysore East Block.
	/ 2 Leases.	
	/ 2 Agreements & Deed of Variation.	} The East Betarayaswami Block.
	/ 2 Leases.	
	/ 2 Agreements & Deed of Variation.	} The Northern Portion of Nundydroog Western Block.
	/ 2 Leases.	

C. S. Rau

No. 3
Package.

LIST OF DOCUMENTS - Continued.

<u>Documents.</u>		
No. 3 Package.	/ 2 Agreements & Deed of Variation.	} The Mysore Block.
	/ 2 Leases.	
	/ 2 Agreements & Deed of Variation.	} The South Mysore Block.
	/ 2 Leases.	
	/ 2 Agreements & Deed of Variation.	} The South Kempinkote Block.
	/ 2 Leases.	
	/ 2 Agreements & Deed of Variation.	} The Mysore Western Block.
	/ 2 Leases.	
	/ 2 Agreements & Deed of Variation.	} The Kempinkote Block.
	/ 2 Leases.	

No. 4 Package.	/ 2 Agreements & Deed of Variation.	} Victoria Block.
	/ 2 Leases.	
	/ 2 Agreements & Deed of Variation.	} The Balaghat Block.
	/ 2 Leases.	
	/ 2 Agreements & Deed of Variation.	} The Balaghat Western Block.
	/ 2 Leases.	
	/ 2 Agreements & Deed of Variation.	} The Ajjappalli Block.
	/ 2 Leases.	
	/ 2 Agreements & Deed of Variation.	} The Golconda Block.
	/ 2 Leases.	

C. S. Srinivasan

Camp: Bangalore,
9th March 1935.
D.S.R.

CHIEF INSPECTOR OF MINES &
EXPLOSIVES IN MYSORE.

(3)

SCHEDULE of DOCUMENTS DESPATCHED

<u>COMPANY</u>	<u>DOCUMENTS.</u>	<u>BLOCK</u>	
THE CHAMPION REEF GOLD MINES OF INDIA LTD.	2 Agreements & Deed of Variation.	The Champion Reef Block	ONE PACKAGE.
	2 Leases.		
	2 Agreement & Deed: of Variation	The Champion Reef Western Block	
	2 Leases.		
THE MYSORE GOLD MINING COMPANY LIMITED	2 Agreements and Deed of Variation	East Betarayaswami Block	ONE PACKAGE.
	2 Leases		
	2 Agreements & Deed of Variation	The Mysore East Block	
	2 Leases		
	2 Agreements & Deed of Variation	The Mysore Southern Boundary Block.	
	2 Leases.		
	2 Agreements & Deed of Variation	The South Block.	
	2 Leases.		
	2 Agreements & Deed of Variation	The Kempinkote Block.	
	2 Leases		
	2 Agreements & Deed of Variation	The Mysore Western Block.	
	2 Leases.		

SCHEDULE (CONTINUED)

<u>COMPANY</u>	<u>DOCUMENTS.</u>	<u>BLOCK.</u>			
THE MYSORE GOLD MINING COMPANY LIMITED (CONTD)	✓ 2 Agreements and Deed of Variation	The South Kempinkote ✓ Block.	} ONE PACKAGE		
	✓ 2 Leases.				
	✓ 2 Agreements & Deed of Variation	The Mysore ✓ Block.			
	✓ 2 Leases.				
	✓ 2 Agreements & Deed of Variation	The South ✓ Mysore Block.			
	✓ 2 Leases.				
	NUNDYDROOG MINES LIMITED.	✓ 2 Agreements & Deed of Variation		Balaghat Western ✓ Block.	} ONE PACKAGE.
		✓ 2 Leases.			
✓ 2 Agreements & Deed of Variation		The Balaghat Block. ✓			
✓ 2 Leases.					
✓ 2 Agreements & Deed of Variation		Victoria ✓ Block.			
✓ 2 Leases.					
✓ 2 Agreements & Deed of Variation		Northern Portion of ✓ Nundydroog Western Block.	} ONE PACKAGE.		
✓ 2 Leases.					
✓ 2 Agreements & Deed of Variation		Nundydroog ✓ Block. Nundydroog Western Block (less Northern Por- tion) Tank Block.			
✓ 2 Leases.					
✓ 2 Agreements & Deed of Variation		The Golconda Block. ✓			
✓ 2 Leases.					
✓ 2 Agreements & Deed of Variation	Ajjappalli ✓ Block.	} This document is with the documents set out on page 3.			
✓ 2 Leases.					

SCHEDULE (CONTINUED)

<u>COMPANY.</u>	<u>DOCUMENTS.</u>	<u>BLOCK.</u>	
THE OOREGUM GOLD MINING COMPANY OF INDIA LIMITED.	✓ 2 Agreements & Deed of Variation	The Ooregum Block ✓	} ONE PACKAGE.
	✓ 2 Leases.		
	✓ 2 Agreements & Deed of Variation	The Ooregum Western Block. ✓	
	✓ 2 Leases.		

File 60-34-35
4295

GOVERNMENT OF MYSORE

Telegraphic Address:—"GEOL."

MYSORE GEOLOGICAL DEPARTMENT,

No. G. 1292.

Bangalore, 9th March 1935.

FROM

A. M. SEN, Esq., M.Sc., F.G.S., etc.,

~~Joint~~ Director of Geology in Mysore,

Bangalore.

TO

M. Venkatanaranappa, Esq., E.A.,
Secretary to the Government of
His Highness the Maharaja of Mysore,
Development Department,
Bangalore.

SIR,

With reference to your memo No. 5394 dated 2nd March 1935 forwarding a copy of D.O. letter No. 5393/Geol 60-31-32 of the same date addressed to Mr. C.E. Suryanarayana Rao regarding the examination and verification of documents relating to the renewal of Kolar Gold Mining leases, I have the honour to state that Mr. C.E. Suryanarayana Rao and myself jointly examined and verified all the documents received through you from Messrs. Foresty and Thomas of Madras.

The results of our joint deliberations are clearly set forth in Mr. C.E. Suryanarayana Rao's reply to your letter under reference and I fully agree with the observations made therein.

I have the honour to be,

Sir,

Your most obedient servant,



Director,
Mysore Geological Department

12/9/35

MORESBY & THOMAS.

SOLICITORS, NOTARIES
AND COMMISSIONERS FOR OATHS

H. M. SMALL, M.A., LL.B.

TELEGRAPHIC ADDRESS:
"CLAMOR," MADRAS.

CODE:
A. B. C. 5TH EDITION.

TELEPHONE NO. 2026.

R/A

Geol 60-34-36.

High Court House

Madras

11th March 1935

MW 12/3/35
From Moresby & Thomas,
Solicitors,
High Court House,
Madras.

To The Secretary to the Government of
His Highness the Maharajah of Mysore,
Development Department,
General & Revenue Secretariat,
Bangalore.

Sir,

Renewal of Kolar Gold Field Leases.

Adverting to your letter D.5909/Geol/60/34/34 of the
4th instant, last paragraph thereof, we have now the honour
to send you herewith a duplicate set of 20 plans for signature
on behalf of Government along with the ~~other~~ deeds already
sent.

We should be obliged if you will acknowledge the safe
receipt of the enclosures

HMS/MRV

We have the honour to be,
Sir,
Your obedient servants,

Moresby & Thomas

*Duplicate
Plans handed over to
Mr Suryanarayana
for making the corrections
made in the original*

*MRV
12/3*

*Received back from C. Inspektor
with his letter NO: 2032
dated 20-3-35, sent to
Law Dept
MRV
22/3*

Despatches

22nd March

'35.

D. 6187/Geo. 60-34

Geo 60-34-37

From

The Development Secretary
Chennai

To

Messrs. Moresby and Thomas,

Solicitors, High Court House,
M a d r a s.

xxx

Gentlemen,

Subject.- Renewal of Kelar Gold Field Leases.

In continuation of my letter No.D.5909/Geo.60-34-53 dated the 4th March 1935, I am directed to inform you that the documents in respect of the above will be executed by the Dewan on Monday the 25th March 1935 at 4.30 P.M. and delivered over to your Mr. Small in due course thereafter.

Yours faithfully,

MW.

Secretary to Government,
Development Department.

To, Messrs Moresby & Thomas

Solicitors,

High Court

Malacca.

Gentlemen, ^{Subject -}
Renewal of H. G. 3/6a

In continuation of my letter
No. D 5909/Genl 60-34-53 dated
4 March 1935, I am directed to
inform you that the documents
in respect of the above will be
~~delivered~~ executed by the Dewan
on Monday the 25th March
at 4.30 P.m. and delivered
over to your Mr Small
in due course thereafter -

Yours faithfully

MORESBY & THOMAS.

SOLICITORS, NOTARIES
AND COMMISSIONERS FOR OATHS

H. M. SMALL, M.A., LL.B.

TELEGRAPHIC ADDRESS:
"CLAMOR," MADRAS.

CODE:
A. B. C. 5TH EDITION.

TELEPHONE NO. 2026

*May issue
the letter request is
with Smith & Co
May 25.3.26*

High Court House.

Madras

23rd March 1935

Geol 60-94-38

From Messrs. Moresby & Thomas,
Solicitors,
High Court House,
Madras.

To The Secretary to the Government of
His Highness the Maharajah of Mysore,
Development Department,
General & Revenue Secretariat,
Bangalore

Sir,

Subject: Renewal of Kolar Gold Field Leases.

We have the honour to acknowledge receipt of your
letter No.D.6187/Geol.60-34 of the 22nd instant for which
we are obliged.

Our Mr. Small's engagements will prevent him from reaching
Bangalore on Monday the 25th instant but he will arrange, if
this is convenient, to attend at the Development Department
on Tuesday the 26th instant at any time convenient to you for
purpose of exchange of the documents and we should be glad to
learn, by wire if necessary, as to whether this arrangement will
suit you.

info with a dept- telegram
HMS/MRV

We have the honour to be,
Sir,
Your obedient servants,

Moresby & Thomas

G. R. S. App F. G. 3.

GENERAL AND REVENUE
SECRETARIAT.

(Continuation sheet draft form.)

Draft Telegrams

~~Messrs Messrsly & Thomas~~

Chamoor, Madras

~~Draft Telegram~~

Your letter 23rd

Tubala 26th ~~received~~ ~~is~~ suitable

Henry

your letter Twentythird

~~Received~~ ^{your} arrangement

Twenty-sixth Suitable.

Dec 26

SUBJECT

.....

.....

Diary No. of letter replied to

General and Revenue Secretariat

()
the 193 .

Date of issue

gued by

List of enclosures

Copied by

Examined by.....

Section

File No.

Serial No.

No. *P 6220*

To: *The DC. Bilue*

Sir,

*With reference to
the Correspondence ending with the
office letter no. 8. 5971 d 27. 4. 35
re the adjudication of stamp
duties on certain leases secured by
the Gold Mining Companies.
I am directed to enquire
where the documents ^{have now} ~~are~~
~~registered~~ been duly stamped &
registered*

*I have en
10/5 In Gen lsee"
TSD
9/5*

10/5/2

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. *P6220* Dated, Bangalore, *10th May* 193*5*

From

Geol 60-34-39

The General Secretary to the Government of His Highness the Maharaja of Mysore.

To

Sir, The Deputy Commissioner,

Bangalore City.

Disch

With reference to the correspondence ending with this office letter No. P. 5971 dated 27th April 1935 regarding the adjudication of stamp duties on certain leases executed by the Gold Mining Companies, I am directed to enquire whether the documents have now been duly stamped and registered.

I have the honor to be,
Sir,
Your most obedient servant,

me

For General Secretary to Government.

SD

URGENT.

6553 234
OFFICE OF THE DEPUTY COMMISSIONER

BANGALORE DISTRICT.

In all future communications
please quote—

No. Stamp Duty Regr.No.89/34-35.

Enc.

Dated, Bangalore, the.....14th May.....1935.

FROM

Geol 60-34-40
K.V. ANANTARAMAN, ESQ., B.A.,
Deputy Commissioner,
Bangalore District.

TO

15 MAY 1935
Pao
H.V. RAMASWAMI, ESQ., M.A., B.L.,
General Secretary,
to the Government of Mysore.
B a n g a l o r e .

SIR,

1002
16/5
Subject:—

With reference to your letter No.P.6220 dated 10/11-5-1935 enquiring if the leases executed by the Gold Mining Companies of Kolar Gold Fields have been duly stamped and registered, I have the honor to state that the stamp duties due on the leases have been calculated and are being communicated to the Solicitors at Madras for sending the amount. On receipt of the money, arrangements will be made for duly stamping the documents and the Solicitors will thereafter be instructed to have the documents registered.

I have the honour to be,
S i r,
Your most obedient servant,

F. Chandra
DEPUTY COMMISSIONER,
BANGALORE DISTRICT.

SUBJECT _____

Diary No. of letter replied to _____

General and Revenue Secretariat.

(
the

)
193 .

Date of issue

Signed by

List of enclosures _____

Copied by _____

Examined by _____

Section.

File No. 60-31,

Serial No. 41

No.

To

The W.C. Bangalore Wk.

Dear Sir

In initiating reference to

Correspondence ending with your
letter no. Stamp Only Regr. 89/34-35
dated 14/5/35 re the registration
of the leases executed by the Kolar
Gold Mining Companies, I
am ^{desirous} ~~desirous~~ to enquire whether
the ~~documents~~ ^{documents} have since been
duly stamped and registered

G. S.

24/7/35

132/24.7

21
MM/27
~~ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED~~
MORESBY & THOMAS.
Solicitors & Notaries.

file 60034-42
High Court House,
Madras, 27th July 1935. L63

From
Messrs. Moresby & Thomas,
Solicitors & Notaries,
High Court House, Madras ~~DEVELOPMENT BRANCH.~~
30 JULY 1935

To
The Secretary to the Government
of His Highness The Maharajah of Mysore,
Development Department,
General & Revenue Secretariat,
Bangalore City.

Sir,

Renewal of Kolar Gold Field Leases.

With reference to our letter of the 10th June 1935
We have the honor to inform you that our Mr. Small
attended at the District Registrar's office, Bangalore
District, on the 18th instant and duly registered the
Deeds of Variation and the new Leases on behalf of the
four Mining Companies. As soon as the Registrar has
completed the registration of the documents in his
registers we will attend and take delivery of them and
call at your office and hand over to you the duplicates
thereof.

~~2000~~
We have the honor to be,
Sir,
Your obedient servants,

Moresby & Thomas

Deputy Commissioner

DEPUTY COMMISSIONER'S OFFICE,
BANGALORE.

D. O. Stamp Duty Reg. 22/34-35

Dated.....29th Jan 1935

Geetha
Mun
20/7

Dear Sir,

fed. 60-34-43

GOVT. SECRETARIAL
30 JULY 1935
DEVELOPMENT BRANCH

474

In reply to your letter D. O. No. D. 500/Gad 60-34-41 dated 25th July 1935 regarding the Stamping of Mining leases etc., I write to inform you that the stamp duty on the leases was fixed to Rs. 15,000-0-0 and this amount was paid by the Companies to the Imperial Bank on 5th June 1935. The leases were therefore certified on 10th June 1935 to have been duly stamped. They were also presented for registration and execution admitted on behalf of the Companies on the 1st July 1935.

Yours Sincerely,

W. S. Srinivasan

To

N. Madhava Rao, Esq., B. A.,

Assistant Secretary to Government,

B a n g a l o r e.

GENERAL AND REVENUE
SECRETARIAT.

07 19/9/35

Lynch, R. R.

received back after visitation
have been better

1989
Geol 60-3u-467

Messrs Messrs. & Thomas
Solicitors & Notaries
High Court House,
Madras.

Gen. Herman

Subject - Renewable g.k. F
Class.

I am directed to
write you to your letter dated
27/7/35 stating that the
duplicates of the documents
relating to the above subject
will be handed over to this
office as soon as their registration,
etc., is over. I am to and
to enquire whether the registration
of the documents have been
completed. The registration
delaying from the registration
of the documents and if so,
When the duplicates are likely
to be handed over to this office
at this time to hand over the
duplicates.

9. painting

16/9/55

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Bangalore, Dated, 17th September 1935

No.

From

The Secretary to the Government of His Highness the Maharaja of Mysore,
Development Department.

To

Messrs. Moresby & Thomas.
Solicitors & Notaries,
High Court House,
M a d r a s.

Gentlemen,

Subject:- Renewals of Kolar Gold Fields leases.

I am desired to invite reference to your letter dated 27th July 1935 stating that the duplicates of the documents relating to the above subject will be handed over to this office as soon as their registration, etc., is over, and to enquire whether the documents have been received back after registration and, if so, when the duplicates are likely to be handed over to this office.

Yours faithfully.

c.n.-2

For Secretary to Government
Development Department.

MORESBY & THOMAS.
Solicitors & Notaries.

High Court House,
Madras, 20th September 1935.

From
Messrs. Moresby & Thomas,
Solicitors & Notaries,
High Court House, Madras.

GEN. & REV. SECRETARIAT.
1432
20/9
DEVELOPMENT BRANCH

To

The Secretary to the Government
of His Highness The Maharajah of Mysore,
Development Department,
General & Revenue Secretariat,
Bangalore City.

Sir,

Geol 60-34-45
Renewal of Kolar Gold Field Leases.

We have the honor to acknowledge receipt of your letter of the 19th instant No.D1989/Geol and in reply beg to state that the documents have not yet been received back from the District Registrar, Bangalore, after registration. We are writing him to ascertain when they may be expected and will write you further on hearing from him.

ofo

We have the honor to be,

Sir

Your obedient servants,

Moresby & Thomas

In all future communications
please quote
No. CP 584/34-35
Enc.
Tel. Address.—"DEPCOM"
Post Box No. 34.

OFFICE OF THE DEPUTY COMMISSIONER,
BANGALORE DISTRICT.

Dated, Bangalore, the 24th Sept., 1935.

GEN. & REV. SECRETARIES
1481
24/9
DEVELOPMENT BRANCH

FROM

A.V. Ramanathan, Esq., B.A.,
Deputy Commissioner, & District Registrar,
Bangalore District.

TO

M. Venkatanaranappa, Esq., B.A.,
Secretary,
to the Government of Mysore.
Development Department.

Geol 60-34-46

SIR,

Subject:—

With reference to your letter to Messrs. Morseby & Thomas, Solicitors & Notaries, Madras enquiring whether Kolar Mining Lease documents have been received back from this office after registration etc., I have the honour to state that, in view of the large number of documents and the length of each of them, it was not possible for the normal staff of this office to copy them in time and consequently on a recommendation made to Government, the latter have sanctioned a special establishment of 2 clerks for attending to this work and these 2 officials reported themselves to this office on 3-9-1935 and 12-9-1935. The work is progressing and is expected to be completed by about the middle of November when the documents will be returned to the presenters.

I have the honor to be,
Sir,

Your most obedient servant,

(Signature)

For Deputy Commissioner
& District Registrar,
Bangalore District.
(Absent from Station.)

SS/-.

High Court House,

Madras,

25th September 1935.

1526.

LET. & REV. SEC. 11 1A.
26/9

From
Messrs. Moresby & Thomas,
Solicitors & Notaries,
High Court House, Madras.

To
The Secretary to the Government
of H. H. The Maharajah of Mysore,
Development Department,
General & Revenue Secretariat,
Bangalore City,

Sir,

Renewal of Kolār Gold Field Leases.

With reference to our letter of the 20th instant the District Registrar, Bangalore District, informs us that the documents are being copied in the registers and they may be ready for delivery by about the middle of November next and that the exact date will be intimated to us. As soon as we receive the intimation we will attend and take delivery of the documents and hand over the duplicates to you.

AM

We have the honor to be

Sir,

Your obedient servants,

Moresby & Thomas.

✓
G. R. S. App. F. G. 3.

GENERAL AND REVENUE
SECRETARIAT.

(Continuation sheet draft form.)

Feb 60-34-48

Wry-

S 2484/8460-34-48

Enc 2

87 14-10-38

Urgent

To The Chief Inspector of mines
& Explosives

Sir,

I am directed to
forward, ~~herewith~~ herewith,
a letter (in original) dated
30/9/35 from Messrs Morby
& Thomas of Madras to-
with its enclosure re renewal of
Kolar gold field leases and to
request that the information
asked for therein may be
kindly furnished at an early
date.

The enclosures may be
returned with the reply.

I have, etc.

23/10/35
For Wry
K

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. D 2484/22

Dated, Bangalore, 4th October 1935

From

The Secretary to the Government of His Highness the Maharaja of Mysore,
Development Department

To

The Chief Inspector of Mines and Explosives
in Mysore.

Sir,

I am directed to forward herewith, a letter (in original) dated 30th September 1935 from Messrs. Moresby and Thomas of Madras together with its enclosures regarding renewal of Kolar Gold Field leases and to request that the information asked for therein may be kindly furnished at an early date.

The enclosures may be returned with the reply.

I have the honor to be,

Sir,

Your most obedient servant,

.brill-

10-4/100

S.R.2

For Secretary to Government
Development Department.

FL

Serial
No.

Gen
MORESBY & THOMAS.

**SOLICITORS, NOTARIES
AND COMMISSIONERS FOR OATHS.**

PARTNERS:

**A. E. S. THOMAS,
H. M. SMALL, M.A., LL.B.**

**TELEGRAPHIC ADDRESS:
"CLAMOR," MADRAS.**

**CODE:
A.B.C. 5TH EDITION.**

TELEPHONE NO. 2026.

*High Court House,
Madras.*

20th November 1935

From

Messrs. Moresby & Thomas,
Solicitors & Notaries,
High Court House, Madras.

To

The Secretary to the Government
of H.H.The Maharajah of Mysore,
Development Department,
General & Revenue Secretariat,
Bangalore City.

-Sir,

Renewal of Kolar Gold Field Leases.

With reference to our letter of the 25th
September last our Mr. Small will be attending at
the District Registrar's office, Bangalore on
Tuesday next the 26th instant at 11.30 A.M. and
take delivery of the above documents and will
thereafter proceed to your office and deliver
the duplicates thereof to you.

case

We have the honor to be,
Sir,

Your obedient servant,

Moresby & Thomas

*Two books - but for you get list
for D*

SUBJECT.....
.....
.....

Section *fed*
File No. *60-34*
Serial No. *49*

Diary No. of letter replied to.....

No. *D 3653*

General and Revenue Secretariat

()
the 193 .

To *Messrs Masby & Thomas*
Solicitors & Notaries,
Hight Court House, Leeds

Subject- Renewal of U.F.F. leases

Date of issue *2/12/35*

Sir,
I am directed to make reference to
~~your letter~~ *your letter* dated 25/9/35 - *as to state that -*

Signed by *Mr. D.C.S.*

Your letter dated 25/9/35 - Mr.

Small called at this office on the
26th Nov 1935 *and handed out*

five *→* *originals (as per list enclosed) of the*
documents relating to the renewal of
U.F.F. leases.

List of enclosures.....

Yours faithfully

Copied by *Y.M. 23*
2/12/35

Dec 30/11/35
Der Sy
cc

Examined by.....

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated, Bangalore, 2nd December 1935

No. D 8653.
but (

From

The Secretary to the Government of His Highness the Maharaja of Mysore,
Development Department.

To

Messrs. Moresby & Thomas,
Solicitors & Notaries,
High Court House, Madras.

Sir,

Subject:- Renewal of Kolar Gold Field Leases.

Sir,

I am desired to invite reference to your letter dated 25th September 1935 and to state that Mr. Small called at this office on the 26th November 1935 and handed over forty duplicates (as per list enclosed) of the documents relating to the renewal of Kolar Gold Field leases.

Yours faithfully,

Over

des

For Secretary to Government,
Development Department.

B.K.M.2

List of duplicates of Documents.

Documents.

1	Agreement & Deed of Variation	↓	The Ooregum Block
1	Lease	↓	
1	Agreement & Deed of Variation	↓	The Ooregum Western Block
1	Lease .	↓	
1	Agreement & Deed of Variation	↓	The Champion Reef Western Block
1	Lease.	↓	
1	Agreement & Deed of Variation	↓	The Champion Reef Block
1	Lease	↓	
1	Agreement & Deed of Variation	↓	The Nundydroog Block. Nundydroog Western Block. (less Northern Portion) Tank Block.
1	Lease.	↓	

1	Agreement & Deed of Variation	↓	The South Block.
1	Lease. .	↓	
1	Agreement & Deed of Variation	↓	The Mysore Southern Boundary Block.
1	Lease. .	↓	
1	Agreement & Deed of Variation	↓	The Mysore East Block.
1	Lease. .	↓	
1	Agreement & Deed of Variation	↓	The East Betarayaswami Block.
1	Lease.	↓	
1	Agreement & Deed of Variation	↓	The Northern Portion of Nundydroog Western Block
1	Lease.	↓	
1	Agreement & Deed of Variation	↓	The Mysore Block.
1	Lease.	↓	
1	Agreement & Deed of Variation	↓	The South Mysore Block.
1	Lease.	↓	

1	Agreement & Deed of Variation.	1	The South Kempinkote Block.
1	Lease.	1	
1	Agreement & Deed of Variation.	1	The Mysore Western Block.
1	Lease.	1	
1	Agreement & Deed of Variation.	1	The Kempinkote Block.
1	Lease.	1	

1	Agreement & Deed of Variation.	1	Victoria Block.
1	Lease.	1	
1	Agreement & Deed of Variation.	1	The Balaghat Block.
1	Lease.	1	
1	Agreement & Deed of Variation.	1	The Balaghat Western Block.
1	Lease.	1	
1	Agreement & Deed of Variation.	1	The Ajjappalli Block.
1	Lease.	1	
1	Agreement & Deed of Variation.	1	The Golconda Block.
1	Lease.	1	

Subbarayappa

In Secretary to Government,
Development Department.

SUBJECT.....

Section *Genl*File No. *60-34*Serial No. *50*

Diary No. of letter replied to.....

No. *D 3652*To *The Secy Genl*

General and Revenue Secretariat

()
the 193 .Date of issue *2/12/35*Signed by *Mr. D. C. S.*

Sir,

I am directed to forward
(as per list enclosed)
herewith 40 duplicates of the
document relating to the renewal
of the K. F. T. lease. The receipt for the
same may be kindly acknowledged.

I am also to request that
about 2 ^{more} copies of
one of the 40 duplicates may be
not printed in the Fort. Press,
Bangalore, for reference. Of these,
50 copies may be sent to the
Chief Inspector of mines & Explosives,
for 50 to this office and the rest balance
kept in your office.

List of enclosures.....

Copied by *V. K. Man**2/12/35- 5 copies to*

Examined by.....

I have etc

Memorandum 3655-6 dated 2/12/30

Cpy 6- the Engl., Port-Printing, Book-Case for information
Chief Inspector of mines & explosives

B.O

by

Dr. Dr. Dr. Dr.

copied by
1/12/30
24/30

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated, Bangalore, 2nd December 1935

No.

1) 365-4

From

The Secretary to the Government of His Highness the Maharaja of Mysore,
Development Department.

To

The Director of Geology in Mysore.

Sir,

I am directed to forward herewith 40 duplicates (as per list enclosed) of the documents relating to the renewal of the Kolar Gold Fields leases. The receipt of the same may be kindly acknowledged.

I am also to request that about 200 spare copies of one of the duplicates may be got printed in the Government Press, Bangalore, for reference. Of these 50 copies may be sent to the Chief Inspector of Mines and Explosives, 5 copies to the Comptroller 50 to this office and the balance kept in your office.

I have the honor to be,

Sir,

Your most obedient servant,

Sd. M. Venkatanaranappa.

Secretary to Government,
Development Department.

Memo No. 1) 3655-56

Dated Bangalore, the 2nd December 1935.

Copy of the above is forwarded with compliments to the

Chief Inspector of Mines & Explosives
The Supply, Fort-Army.

Sd/-

By order,

for Secretary to Government,
Development Department.

B.K.M.

GOVERNMENT OF MYSORE.

Telegraphic Address:—"GEOL."

MYSORE GEOLOGICAL DEPARTMENT

No. *G. 82* *9/12* *REV. SECRETARY* Bangalore, *6th December* 193⁵
7/12

FROM

B. RAMA RAO, Esq., M.A., D.I.C., F.G.S.,

~~Offg~~ Director of Geology in Mysore,

Bangalore.

To

M. Venkatanaranappa, Esq., B.A.,
Secretary to the Government of
His Highness the Maharaja of Mysore,
Development Department, Bangalore

SIR,

I have the honour to acknowledge receipt of 40
duplicates of the documents relating to the renewal of
the Kolar Gold Field mining leases forwarded with your
letter No.D.3654/Geol.60-34-50 dated 2nd December 1935.

As desired, 200 spare copies of one of the dupli-
cates will be got printed in the Government Press, Banga-
lore and will be distributed as per instructions contained
in your letter referred to above. Necessary action in
the matter is being taken.

I have the honour to be,

Sir,

Your most obedient servant,

B. Rama Rao

Director,
Mysore Geological Department.

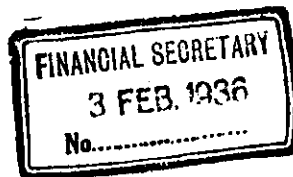
Bs.6/xii

10060-34-52
GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

In reply please quote reference
to No. 955/Books.....

3539
COMPTROLLER'S OFFICE, BANGALORE.

Dated the 30th January 1936



S. Shamanna, Esq., B.A.,
Financial Secretary to Government of Mysore,
Bangalore.

Sir,

I have the honour to request you to kindly arrange to send for reference in this office four printed copies of the New Leases & Deeds of variation executed by the Kolar Gold Mining companies in accordance with the terms agreed to by them for the renewal of the existing Mining Leases beyond 1940.

Passed on to the Development
Branch for compliance
Two copies may kindly be
sent to this Branch

M.J.

4-2-36

I have the honour to be,
Sir,
Your most obedient servant,

A. S. Shamanna
Comptroller.

1/30/1

SUBJECT.....

*By Mr. C. W. G. at
Comptroller's letter
d 3071/36*

Section *Genl*
File No. *60-34*
Serial No. *53*

Diary No. of letter replied to.....

No. *D-4937*

To

The Hon 9 Feb

General and Revenue Secretariat

()
the 193 .

Date of issue.....

11. 2. 36

Signed by

Det. D.C.S

List of enclosures.....

Copied by

Examined by.....

*In forwarding for entry
Transg
ref to (this rect letter no 1) 365-4/
Feb 60-34-50 dated 2/12/35-
requesting, among other matters,
the supply of
5 printed copies of one of
the duplicates (Agreement and
Word of Variation and new lease)
relating to the renewal of the
K. Y. J. lease; I am directed to
forward, herewith, a copy of letter
No 9557/Bomb d 3071/36 from
the Comptroller as to request that
5 copies ^{referred to above} ~~referred to above~~ may be
^{to him} sent - (leaf).
*Y. H. H.**

D. 4938 d 11. 2. 36 reg 36

*Copy to the Comptroller
B.O.
2/2/36*

*For Wang
R*

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF

General and Revenue Secretariat

Dated, Bangalore, 11. 2. 1936

No. D-4937

From

Venkatanarayanappa, Esquire, B.A.,
Secretary to the Government of His Highness the Maharaja of Mysore,
Development Department.

To

B. Rama Rao, Esquire, M.A., D.I.C., F.G.S.,
Director of Geology in Mysore, Bangalore.

Sir,

In inviting reference to para 2 of this Secretariat letter No. D. 3654/Geol. 60-34-50 dated the 2nd December 1935 requesting, among other matters, the supply of 5 printed copies of one of the duplicates (Agreement and Deed of variation and new lease) relating to the renewal of the Kolar Gold Fields leases, I am directed to forward, herewith, a copy of letter No. 955/Books dated the 30th January 1936 from the Comptroller to Government and to request that 5 copies referred to above may be sent to him early.

I have the honor to be,
Sir,
Your most obedient servant,

Sd/- M. Venkatanarayanappa,
Secretary to Government,
Development Department

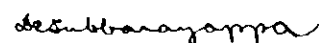
P.H.

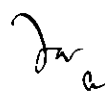
M e m o . D. 4938 8. 11. 2. 36

Copy of the above is forwarded, with compliments, to the Comptroller to Government for information.

By order





 Secretary to Government,
Development Department

Letter No. 955/Books dated the 30th January 1936 from
the Comptroller to Government to the Financial Secretary to Govt

***** :O :*****

I have the honor to request you to kindly arrange to send
for reference in this office four printed copies of the New
Leases and Deeds of variation executed by the Kolar Gold Mining
Companies in accordance with the terms agreed to by them for
the renewal of the existing Mining Leases beyond 1940.

" Copy "

Secretary to Government,
Development Department

P.H.

GOVERNMENT OF MYSORE.

Telegraphic Address:—"GEOL."

4835
MYSORE GEOLOGICAL DEPARTMENT,

No: 4. 1638.

fed 60-34-
Bangalore,.....14th.....April.....193 6

Encl: one. (Sent Separately)

FROM

B. RAMA RAO, Esq., M.A., D.I.C., F.G.S.,

CHIEF & REV. D. MAKIST
16 APR. 1936
Offg. Director of Geology in Mysore, **DEVELOPMENT BRANCH**

Bangalore.

To H.Venkatanaranappa, Esq., B.A.,
Secretary to the Government of
His Highness the Maharaja of Mysore,
Development Department, Bangalore.

SIR,

With reference to correspondence ending with your No.D.4937/Geol.60-34-52 dated 11th February 1936 in connection with the supply of printed spare copies of one of the duplicates (Agreement and Deed of Variation and ~~ex~~ new lease) relating to the renewal of the Kolar Gold Field leases, I have the honour to forward herewith as required 50 copies each, of

- (1) The Agreement and Deed of Variation
- (2) The New Lease.

Their receipt may kindly be acknowledged.

As desired, 50 copies to the Chief Inspector of Mines and Explosives and 5 copies to the Comptroller

p.t.o.

*copies sent to
Branch
Hm*

have been forwarded.

I have the honour to be,
Sir,
Your most obedient servant,

B. Ramu Rao

Director,
Mysore Geological Department

Es.14/4

SUBJECT.....

Section

Seol

File No.

6034

Serial No.

54

Diary No. of letter replied to.....

No. Q 6426

To

Mr. Dr. J. Paul

General and Revenue Secretariat

()
the 193

Date of issue.....

20. 4. 36

Signed by

nd D. C. J.

Sw.

I am directed to

- Acknowledge the receipt of 50 copies

- each, of

1) The Agreement & deed of
Variation

2) The New Lease, as

- sent -
received upon your letter no

J. 1638 dated 14/4/36.

I have done

24/4/36..

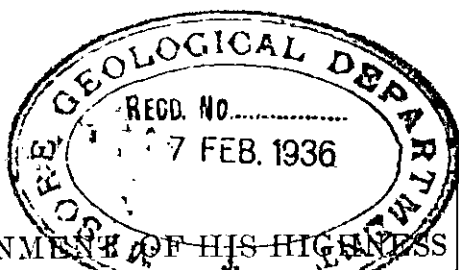
For Dr. J. Paul

List of enclosures.....

Copied by

Examined by.....

[Signature]



VI. G. 7]

GOVERNMENT OF HIS HIGHNESS
THE MAHARAJA OF MYSORE

GENERAL AND REVENUE SECRETARIAT,

No. D. 4745, dated the 6. 2. 1936.

Geol

To

*The Director of Geology
Bangalore*

SUBJECT.

*Re supply of 50 copies of the
Gold mine agreement
forms to the field.*

SIR,

I am directed to invite attention to the marginally noted communication and to request that the Government of His Highness the Maharaja may be informed, in the column opposite, of the cause of delay in furnishing a reply and of the approximate date on which reply may be expected.

I am also to request that the reply to this reminder may be sent not later than the 15th Feb. 1936

I have, etc

J. S. Narayanaiah
for Secretary to Government,
Dev Department.

ke

bp

11/2

REPLY.

11/2

No. G. 1205, dated the 8 Feb. 1936

From

The Director, of Geology
in Mysore,
Bangalore.

To

The Secretary to the Government of
H. H. the Maharaja of Mysore,
Development Department.

Sir,

With reference to the marginally subject, I have the honour to state that the Superintendent, Government Printing, desired that a typed copy of the Deeds of Agreement and Variation might be sent to him as the duplicate copy would be completely soiled and torn when handled in the course of printing. A typed copy of one of the duplicates received from you is therefore being made and it is expected to be ready to be sent to the Press in about a week's time. This could not be undertaken earlier owing to pressure of other urgent work.

I have the honour to be,
Sir,
Your most obedient servant,

B. Ramadas

Director,
Mysore Geological Department

11/2

*Another reminder will issue. If
sent on time, if copies are not
received here by then.*

11/2

11/2

*Previous reminders

yes

24/2/36

*BR
7.2.36
a/n46*

*This document consists of nine sheets.
First-sheet of document No. 51 of
1935-36, Book No. I. S. K. V.*

This Agreement and Deed of Variation

is made the twenty-fifth day of March 1935 BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE (hereinafter called the Lessors which expression where the context admits includes the said Government their successors and assigns) of the one part and THE OOREGUM GOLD MINING COMPANY OF INDIA LIMITED whose registered office is at 6, Queen Street Place in the City of London (hereinafter called the Lessees which expression where the context admits include the said Company their successors and assigns) of the other part WHEREAS this Deed is supplemental to a Lease (hereinafter called the Existing Lease) dated the 25th day of October 1910 and made between the Lessors of the one part and the Lessees of the other part Whereby certain mining and other rights licenses and liberties therein mentioned were demised and granted unto the Lessees for a term of thirty years from the 22nd day of March 1910 at the rent and royalties therein mentioned and subject to the covenants by the Lessees and the conditions by and in the Existing Lease reserved and contained.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED as follows:

1. (1) The Lessors shall grant and the Lessees shall accept a new lease of the premises comprised in the Existing Lease for a term of 30 years from the expiration of the term granted by the Existing Lease such new lease to be in the form and to contain the covenants and conditions contained in the form of lease set out in the Schedule hereto.

(2) The said new Lease shall be executed by the Lessors and shall be delivered by them to the Lessees on or before the 28th day of March 1935 and the Lessees shall at the same time execute and deliver to the Lessors a counterpart thereof.

2. (1) As from the 1st day of January 1934 and during the residue of the term granted by the Existing Lease the Lessees shall (except in any year in respect of which no dividend is made payable by the Lessees) pay to the Lessors in sterling a royalty (hereinafter called the New Royalty) on the amount of all dividends (which expression wherever it occurs shall include everything from whatever source and in whatever form distributed to the shareholders other than a return of Capital) made payable by the Lessees for any year or on the "adjusted annual profits" of the Lessees in the same year (as defined in the first part of the second Schedule to the form of Lease set out in the Schedule hereto) (whichever shall be the greater) at rates equivalent (subject as hereinafter provided) to

two-thirds of the rates mentioned in the second part of the second Schedule to the said form of Lease which last mentioned rates (as appears from the said form) vary in accordance with the variation in the proportion which the total amount of dividend made payable for any year by the Lessees bears to their total paid-up Capital and the payment of the new royalty shall be taken to the extent of the value of the royalty (hereinafter called the existing Royalty) of $2\frac{1}{2}$ per cent. upon the amount of all dividends payable by the Lessees under the existing Lease to be in satisfaction of the existing royalty but so that the amount payable in respect of the new royalty shall not be less than the amount of the existing royalty ascertained in accordance with the provisions for that purpose contained in the existing lease

(2) PROVIDED ALWAYS as follows:—

(a) The new royalty shall not be payable in respect of any dividends made payable by the Lessees or in respect of the adjusted annual profits (defined as aforesaid) of the Lessees for or on account of the year 1933 notwithstanding that the same may be paid or ascertained after the 31st day of December 1933.

(b) If in any year the Lessees shall hold more than one Lease from the Lessors whether already granted or hereafter to be granted and each reserving a royalty which is ascertainable by reference to the dividend made payable by the Lessees and/or to the "adjusted annual profits" of the Lessees not more than one of such royalties shall be payable in respect of the dividend or "adjusted annual profits" of the Company for that year.

(c) If at any time during the residue of the term granted by the existing Lease the Lessees shall make any new issue of shares the total paid-up Capital of the Lessees shall not (for the purpose of ascertaining the amount of the new royalty) be deemed (without the previous consent in writing of the Lessors) to have been thereby increased by an amount greater either than the aggregate sum which shall from time to time have been actually subscribed in cash to the Lessees in respect of such new issue or than the total nominal value of the new shares issued, (whichever shall be the less) provided that no subscription in cash or issue of shares not made and applied for the purpose of working the premises comprised in the existing Lease or in any other Lease now held by the Lessee from the Lessors shall be included in ascertaining the total paid-up Capital for the purpose aforesaid.

(3) The Lessees hereby covenant with the Lessors that the royalty shall (subject as aforesaid) be paid in the manner here prescribed:

(a) On any amount distributable as an interim dividend when made payable a payment on account shall be rates equivalent to two-thirds of the rates mentioned in the second part of the second Schedule to the form of Lease out in the Schedule hereto which rates shall (for this p

vary in accordance with the variation in the proportion which the total amount of such dividend bears to the total paid-up capital of the Lessees and

- (b) the balance of the new royalty shall be paid on the seventh day following the adoption of the annual report and accounts of the Lessees by their shareholders assembled in general meeting and all the powers and provisions contained in the existing Lease for securing and enforcing the payment or discharge by the Lessees of the royalties and liabilities of the Lessees thereunder shall apply and be exercisable by the Lessors for securing or enforcing payment of the new royalty in like manner in all respects as if the said royalty had originally been reserved by the Existing Lease.

(4) Notwithstanding anything hereinbefore contained the Lessees hereby covenant with the Lessors that in the event of the Lessees going into liquidation the new royalty for the period subsequent to the end of the year for which the last payment has been made in accordance with sub-clause 3 above and ending with the date of commencement of liquidation (which period is hereinafter called the period) and thereafter shall be ascertained and paid in the manner hereinbelow prescribed:—

- (a) An account as at the date of commencement of liquidation shall be prepared in the form of an annual account and the “adjusted profits” for the period shall be ascertained by reference to such account in the same manner so far as may be as the “adjusted annual profits” are ascertained by reference to the published annual accounts of the Lessees and the new royalty for the period shall be paid on the amount of all dividends which may have been made payable for the period or on the amount of such “adjusted profits” whichever shall be the greater at rates determined in the same manner as the rates of new royalty for any year are determined under sub-clause 1 above subject to the proviso that for the purpose of this clause the proportion which the “adjusted profits” for the period shall bear to the total paid-up capital shall be substituted for the proportion which the total amount of dividend made payable for any year bears to the total paid-up capital.
- (b) From the date on which the Lessees go into liquidation, the Lessors shall in lieu of the new royalty be entitled to and be paid five per centum of all profits made by the Liquidator in carrying on the business of the Lessees.

3. The Lessors hereby covenant with the Lessees that during the residue of the term granted by the existing Lease the Lessors shall not in exercise of their Governmental or other powers levy or impose any special taxation on Kolar Gold.

4. THE provisions contained in Clause 22 of the Existing Lease shall be varied in manner hereinafter appearing (that is to say) The words “And the award made by such Arbitrators or Umpire may be filed in Court and enforced as a decree subject to the provisions of the Mysore Arbitration Regulation or any then subsisting statutory modification thereof” shall be substituted for the words “And the award made by such Arbitrators

or Umpire may be made by a rule of Court subject to the provisions of the Code of Civil Procedure or any then statutory modification thereof."

5. Nothing herein contained shall operate so as to modify or affect in any way the right of the Lessees to determine the term granted by the Existing Lease in the manner provided by Clause 32 thereof Provided that if at any time such right be exercised or the Existing Lease is determined in any manner otherwise than by lapse of time all the rights and liabilities of the Lessors and the Lessees under the lease hereby agreed to be granted shall forthwith cease and determine.

6. Except as hereby expressly varied all the covenants provisions and conditions contained in the Existing Lease shall continue in full force.

IN WITNESS whereof the Dewan of Mysore acting for and on behalf of the Lessors has hereunto set his hand and seal and the Lessees have caused their Common Seal to be hereunto affixed the day and year first above written.

Signed Sealed and Delivered by the above-
named Dewan of Mysore
SIR MIRZA M. ISMAIL
in the presence of:—
M. VENKATANARANAPPA
Secretary to Govt., Dev. Dept.

MIRZA M. ISMAIL

The Common Seal of THE OOREGUM GOLD
MINING COMPANY OF INDIA LIMITED
was hereunto affixed in the presence of:—

LIONEL HOLLAND

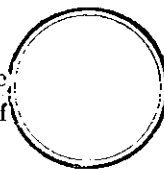
R. H. P. BULLEN

F. H. WILLIAMS

Directors.

Secretary.

Seal of The
Mining Company of



Ooregum Gold
India Limited, 1850.

THE SCHEDULE.

FORM of LEASE hereby agreed to be granted to the Lessees.

This Lease made the _____ day of _____ 1935
BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA
OF MYSORE (hereinafter called "the Lessors" which expression shall be
taken to mean and include the Government of His Highness the Maharaja
of Mysore their successors and assigns except where the context requires
another and different meaning) of the one part and THE OOREGUM
GOLD MINING COMPANY OF INDIA LIMITED whose registered
office is at 6, Queen Street Place in the City of London (hereinafter
called "the Lessees" which expression shall be taken to mean and include
the said Ooregum Gold Mining Company of India Limited their successors
and assigns except where the context requires another or different meaning)
of the other part

WHEREAS:

(1) By a Lease dated 25th day of October 1910 and made
between the Lessors of the one part and the Lessees of the other part
the mining rights licenses and liberties hereinafter described were demised
unto the Lessees for a term of 30 years from the 22nd day of March
1910 at the rent and royalties therein mentioned and subject to the
covenants by the Lessees and the conditions by and in the said Lease
reserved and contained.

(2) The Lessors have agreed to grant and the Lessees have agreed
to accept (by way of renewal of the recited Lease) the mining lease
hereinafter contained in respect of the piece of land delineated in the map or
plan hereto annexed and situate in the Bowringpet Taluk of the Kolar
District Mysore State estimated to comprise 450.72 acres and more particularly
mentioned and described in the First Schedule hereto annexed and which
piece of land is hereinafter called the "mining block."

NOW THIS DEED WITNESSETH as follows:—

1. THE Lessors do hereby demise and grant unto the Lessees
exclusive license and liberty to search for mine and raise all quartz reefs
and beds and strata of earth stone or rock containing or supposed to
contain gold metallic ores precious stones coal or other substances of a
merchantable nature (hereinafter collectively referred to as "minerals")
occurring in or upon the mining block and to treat the same by metallurgical
or other processes and obtain or prepare therefrom gold metals precious
stones and other valuable products or substances either in a finished completed
and refined state and then hereinafter referred to as "finished products"
or in an intermediate condition (in which condition the said products are
hereinafter referred to as "intermediate products") and to erect such
buildings or mining or metallurgical plant and carry on such operations
as may be necessary or desirable for the purposes aforesaid TOGETHER
with liberty for the Lessees to remove sell and dispose of the minerals

found or raised on or in the mining block or the intermediate or finished products obtained or prepared therefrom TO HAVE AND TO HOLD the premises hereinbefore expressed to be hereby demised and granted unto the Lessees for the term of 30 years from the 22nd day of March 1940.

YIELDING AND PAYING therefor during the said term an annual rent of One Rupee per acre of the mining block which rent shall be payable for each calendar year on or before the 31st day of December.

AND ALSO YIELDING AND PAYING on or before the 31st day of March in every year all local cesses and other taxes or rates of every description for the time being payable in respect of the premises or lands within the mining block or of any buildings or works in or on the same.

AND ALSO YIELDING AND PAYING a royalty of 5% upon the net sale proceeds of all gold metallic ores coal and other substances of a saleable or merchantable nature found on the mining block which shall have been crushed dressed and made merchantable by the Lessees.

AND ALSO YIELDING AND PAYING a royalty of 10 per cent. upon the saleable value of all precious stones found on or in the mining block.

AND ALSO YIELDING AND PAYING in sterling (except in any year during the said term in respect of which no dividend is made payable by the Lessees) on the seventh day following the adoption of the annual report and accounts of the Lessees by their shareholders assembled in general meeting a royalty on the amount of all dividends (which expression wherever it occurs shall include everything from whatever source and in whatever form distributed to the shareholders other than a return of capital) made payable by the Lessees for the year in which the royalty reserved or made payable by this clause is payable or on the "adjusted annual profits" of the Lessees (as defined in the first part of the second Schedule hereto) whichever shall be the greater such royalty to be payable at the rates mentioned in the second part of the second Schedule hereto which last-mentioned rates (as appears from the same part) vary in accordance with the variation in the proportion which the total amount of dividend made payable for any year by the Lessees bears to their total paid-up capital

PROVIDED ALWAYS as follows:—

- (1) If in any year the Lessees shall hold more than one Lease from the Lessors whether already granted or hereafter to be granted and each reserving a royalty which is ascertainable by reference to the dividend made payable by the Lessees and/or to the "adjusted annual profits" of the Lessees not more than one of such royalties shall be payable in respect of the dividend or "adjusted annual profits" of the Company for that year.
- (2) If at any time after the commencement of the term hereby granted the Lessees shall make any new issue of shares the total paid-up capital of the Lessees shall not (for the purpose of ascertaining the amount of the said royalty) be deemed (without the previous consent in writing of the Lessors) to have been thereby

increased by an amount greater either than the aggregate sum which shall from time to time have been actually subscribed in cash to the Lessees in respect of such new issue or than the total nominal value of the new shares issued (whichever shall be the less). Provided that no subscription in cash or issue of shares not made and applied for the purpose of working the premises comprised in this Lease or in any other Lease now held by the Lessees from the Lessors shall be included in ascertaining the total paid-up capital for the purposes aforesaid.

- (3) The Lessees hereby covenant with the Lessors that the said royalty shall (subject as aforesaid) in the event of an interim dividend or dividends being made payable by the Lessees be paid in the manner hereinbelow prescribed:
 - a) On any amount distributable as an interim dividend as and when made payable a payment on account shall be made at the rates mentioned in the second part of the second Schedule hereto which rates shall (for this purpose) vary in accordance with the variation in the proportion which the total amount of such interim dividend bears to the total paid-up capital, and
 - (b) The balance of the said royalty shall be paid on the seventh day following the adoption of the annual report and accounts of the Lessees by their shareholders assembled in general meeting.
- (4) Notwithstanding anything hereinbefore contained the Lessees hereby covenant with the Lessors that in the event of the Lessees going into liquidation the said royalty for the period subsequent to the end of the year for which the last payment of the said royalty has been made and ending with the date of the commencement of liquidation (which period is hereinafter called the period) and thereafter shall be ascertained and paid in the manner hereinafter prescribed:
 - (a) An account as at the date of the commencement of the liquidation shall be prepared in the form of an annual account and the "adjusted profits" for the period shall be ascertained by reference to the said account in the same manner so far as may be as the "adjusted annual profits" are ascertained by reference to the published annual accounts of the Lessees and the said royalty for the period shall be paid on the amount of all dividends which may have been made payable for the period or on the amount of such "adjusted profits" (whichever shall be the greater) at rates determined in the same manner as the rates of the said royalty for any year are determined as hereinbefore provided subject to the proviso that for the purpose of this clause the proportion which the "adjusted profits" for the period shall bear to the total paid-up capital shall be substituted for the proportion which the total amount of dividend made payable for any year bears to the total paid-up capital.
 - (b) From the date of the Lessees going into liquidation the Lessors shall in lieu of the said royalty be entitled to and be paid

Five per centum of all profits made by the Liquidator in carrying on the business of the Lessees.

2. AND IT IS HEREBY DECLARED that the expression "the liability under this lease" shall hereafter include all the cesses taxes rates royalties rents compensation indemnities and other payments in this lease reserved and made payable by the Lessees.

3. AND the Lessees hereby covenant with the Lessors that they the Lessees will during the said term in the best and most effectual manner and without intermission except when prevented by inevitable accident search for all gold metals metallic ores precious stones coal and other substances of a saleable or merchantable nature within or upon the mining block.

4. AND will throughout the said term keep all mines buildings pits shafts ladders plats sollars timber ropes watercourses air-gates engines machines and other mining and metallurgical plant on or in the mining block in good repair working order and condition.

5. AND ALSO will if required and before the sale thereof deliver to or permit to be taken by the Lessors or their agent or agents a sample or samples of all gold metals metallic ores precious stones coal and other substances which shall have been crushed dressed and made merchantable and prepared for sale all such samples so taken to be paid for by the Lessors at the current market rate.

6. AND ALSO will immediately after any sale of the said gold metals metallic ores precious stones coal and other substances give to the Lessors or their agent or agents a return of the prices for which the same respectively shall have been sold and if required the names of the purchasers thereof.

7. AND ALSO will within 90 days after any such sale or within 6 months from the time of the extraction of the ore or the finding of precious stones pay to the Lessors the royalties of 5 per cent. and 10 per cent. hereinbefore reserved.

8. AND will pay all other liabilities under this lease as and when they respectively become payable.

9. AND ALSO will throughout the said term make and keep in some convenient place on the mining block and so that the Lessors or their agent or agents can have at all times free access thereto proper books of account of the working of the mines and the costs thereof and of the disposal of the gold metals metallic ores precious stones coal and other substances of a saleable or merchantable nature containing all particulars of quantities dates and other facts and circumstances necessary or proper for ascertaining the exact value of such gold metals metallic ores precious stones coal and other substances and also correct maps plans and sections of the said mines and workings.

10. AND ALSO will when required by the Lessors or their agent or agents give to them or him copies of all entries in the said books and of every such map plan and section as aforesaid.

11. AND ALSO will at the end or sooner determination of the said term give up to the Lessors the said books maps plans and sections in good and perfect condition.

12. AND ALSO will throughout the said term keep all boundary posts in good repair and condition and every shaft pit or open working within the mining block sufficiently fenced for the protection of man and beast.

13. AND ALSO will not until the license in writing of the lessors or their agent or agents be obtained wilfully close fill up or choke any mine or shaft.

14. AND ALSO will permit the Lessors and their agent or agents servants or workmen throughout the said term to enter upon any of the works carried on under or by virtue of these presents and examine the state and condition thereof and to use the engines machinery and apparatus upon or within the mining block for that or for any other lawful and reasonable purpose the Lessors making compensation for such use except when required for examining and taking plans the amount of such compensation in case of difference to be settled by two arbitrators one to be named by the Lessors and the other by the Lessees or if the Arbitrators differ by an Umpire to be chosen by them before entering upon the arbitration and if either party shall fail to name an Arbitrator after notice in writing by the other or their agent requiring them so to do or shall name an Arbitrator who neglects to act or to proceed with due diligence in the business of the Arbitration or will not join in naming an Umpire then by the valuation of the Arbitrator named by the other party AND the award made by such Arbitrator or Umpire may be filed in Court and enforced as a decree subject to the provisions of the Mysore Arbitration Regulation or any then subsisting statutory modification thereof.

15. AND ALSO will permit the Lessors to exercise the liberties hereinbefore reserved and will afford all reasonable facilities and assistance in the exercise thereof.

16. AND will in the exercise of the license and liberties hereby granted abstain from entering upon the surface of any occupied Government land or of any Inam land comprised within the mining block without previously purchasing the rights or obtaining the consent of the occupant holder or tenant of such land by an instrument in writing duly registered and if any damage or injury be caused to the surface of any such land by any operations carried on under this lease will duly compensate the occupant holder or tenant thereof for all such damage or injury.

17. AND will keep open and in no way obstruct any road path or by-way of any kind whatsoever now existing on the mining block.

18. AND ALSO will from time to time and at all times hereafter effectually keep indemnified the Lessors from and against all claims demands and expenses whatsoever by reason or in consequence of any injury to or interference with any lands or property whatsoever occasioned by or arising from the working under these presents or the exercise of the liberties hereby granted.

19. AND ALSO will not assign underlet or part with the possession of the mining rights and premises hereby demised and granted or any part

thereof to any person or persons or corporation without the previous consent in writing of the Lessors.

20. AND ALSO will deliver to the Lessors a copy of every assignment or underlease of the said mining rights and premises or any part thereof within two calendar months after the date of every such assignment or underlease.

21. AND will at the expiration or sooner determination of the said term deliver to the Lessors in good order repair and condition and fit for future working and use and in all respects in such state and condition as shall be consistent with the due performance and observance of the several covenants and agreements by the Lessees herein contained the mining block and all the mines and buildings and all pits shafts ladders plats sollars timber ropes watercourses air-gates engines machines and other mining and metallurgical plant below and above ground which are in the nature of fixtures or necessary or desirable for the proper working of the said mines and the raising of minerals from the mining block or for the obtaining or preparing of intermediate or finished products from such minerals except any pits shafts or other works which shall have been abandoned or disused in the ordinary and fair course of working of the said mines and premises but so that the Lessors shall pay to the Lessees a fair price for all engines machinery and plant of any description (whether erected or installed before or after the date of these presents) in or on the mining block based on the amount the same could be sold for on the mining block if the Lessees had power to authorise the purchasers to remove them unless not less than three months before the expiration or sooner determination of the term hereby granted the Lessors shall have given notice in writing to the Lessees that they the Lessors do not intend to take over any of such buildings engines and machinery plant and other things in which case the Lessees shall be at liberty to remove the same but without injuring any other property in or on the mining block.

22. PROVIDED ALWAYS that if and whenever any part of the liabilities under this lease shall be in arrear for the space of 60 days after the expiration of the time prescribed by these presents for payment thereof and the Lessees shall not pay the same within 30 days after the service upon them of a notice by the Deputy Commissioner of the District in which the mining block is situated calling upon them to pay the same the Lessors shall be at liberty to seize all gold metallic ores precious stones coal and other substances of a saleable nature in or about the mines or pits opened worked or carried on by the Lessees on the mining block and the Lessors may sell and dispose of such gold metallic ores precious stones coal and other substances and out of the moneys produced thereby may deduct and retain all liabilities under this lease and all expenses incurred in or about any such seizure and sale.

23. PROVIDED ALWAYS and these presents are upon this express condition that if and whenever any part of the liabilities under this lease shall be in arrear for the space of 6 calendar months after any of the days whereon the same ought to be paid as herein provided (whether the same have been legally demanded or not) or if the Lessees or their workmen shall cease to carry on the regular working of the mines or cause any obstruction or annoyance to the Officers of the Lessors or to the people

of the country or refuse to afford information to the Lessors or if and whenever there shall be a breach of any of the covenants herein contained and on the part of the Lessees to be performed and observed then and in such case the Lessors or their agent or agents duly empowered in that behalf may re-enter upon any part of the mines and workings carried on under this lease in the name of the whole and thereupon the said term of 30 years shall absolutely determine.

24. PROVIDED ALWAYS and it is hereby agreed and declared that no such re-entry or forfeiture of the said term under the proviso for re-entry hereinbefore contained shall take place unless and until the Lessors shall have given to the Lessees a notice calling upon them to give a reasonable explanation of the matter or matters complained of and to rectify the same which notice shall be in writing signed on behalf of the Lessors by the Deputy Commissioner of the District in which the mining block is situated or by any other person specially empowered in that behalf and shall be served on the Lessees or any one or more of them or on their agent or agents or fixed on any part of the mining block and default shall have been made in giving such reasonable explanation and in rectifying the matter or matters complained of for six calendar months from the time of such notice being so served or affixed.

25. PROVIDED ALSO and it is hereby agreed and declared that if the Lessees shall be desirous of determining the said term of 30 years hereby granted at the expiration of any calendar year of the said term and of such desire shall give to the Lessors six calendar months' previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the Lessees to be performed and observed up to the expiration of such year then and in such case upon the expiration of such year the term hereby granted shall absolutely cease and determine.

26.—(1) IT IS HEREBY AGREED AND DECLARED that if at any time prior to the termination of this lease by lapse of time or otherwise the Lessees shall be desirous of obtaining a renewed lease of the mining rights licenses liberties and premises hereby granted for a further term of 30 years from the expiration of the term hereby granted and of such desire shall give to the Lessors one year's previous notice in writing and shall pay the liabilities under this lease and perform and observe the Lessees' covenants and conditions hereunder up to the expiration of the term hereby granted then and in such case the Lessors will upon the request and at the expense of the Lessees execute and deliver to the Lessees a renewed lease of the said premises for a further term of 30 years in such form and subject to such rents royalties and other payments and such covenants agreements and conditions as shall be agreed upon between the Lessors and the Lessees at the time and the Lessees shall at the same time execute and deliver to the Lessors a counterpart of such renewed lease

(2) PROVIDED that if at any time the term hereby granted is determined in any manner otherwise than by effluxion of time all the rights and liabilities of the Lessors and the Lessees under such renewed lease or any agreement for the same shall forthwith cease and determine.

IN WITNESS whereof the Dewan of Mysore acting for and on behalf of the Lessors has hereunto set his hand and seal and the Lessees have caused their Common Seal to be hereunto affixed the day and year first above written.

Signed Scaled and Delivered by the above-named

in the presence of:—

The Common Seal of the THE OOREGUM GOLD MINING COMPANY OF INDIA LIMITED was hereunto affixed in the presence of:—

Directors.

Secretary.

THE FIRST SCHEDULE.

DESCRIPTION AREA AND BOUNDARIES OF THE "MINING BLOCK."

The Mining Block is known as "The Ooregum Block."

The Mining Block is situated in the Kolar Gold Field in the Bowringpet Taluk of the Kolar District, Mysore State.

The area of the Mining Block is 450.72 Acres.

The boundaries of the Mining Block are defined by stone pillars erected and lettered in accordance with the plan attached hereto and specified hereunder.

<i>Boundary Stone.</i>	<i>Shape.</i>	<i>Height in Feet.</i>	<i>Letters cut on boundary stones.</i>
K 40	Triangular	1.50	N — O — G F. N B.
K 41	Chisel	1.50	N — O
K 42	do.	1.00	N — O
K 8	Triangular	1.50	N — O
K 9	do.	1.50	O
K 10	do.	1.50	O — O
K 11	do.	1.50	O
K 12	do.	1.50	O — O
K 13	do.	1.50	O
K 14	do.	1.50	O — C R
K 45	do.	2.00	O — C R — C R
K 44	Chisel	1.50	O — C R
K 43	Triangular	1.50	O — C R — N B

The boundaries between the pillars are straight lines, the lengths and bearings of which are marked in the plan, and are as follows:—

<i>From</i>	<i>To</i>	<i>Distance in Feet.</i>	<i>Bearings to True North.</i>		
K 40	K 41	1,500.96	80°	28'	45"
K 41	K 42	1,437.20	80°	31'	35"
K 42	K 8	2,093.04	80°	27'	45"
K 8	K 9	267.86	80°	27'	45"
K 9	K 10	1,294.93	170°	04'	40"
K 10	K 11	900.00	79°	30'	00"
K 11	K 12	950.00	170°	04'	40"
K 12	K 13	250.00	79°	30'	00"
K 13	K 14	1,020.00	170°	04'	40"
K 14	K 45	2,050.00	259°	30'	00"
K 45	K 44	1,861.03	259°	30'	00"
K 44	K 43	2,577.51	259°	31'	20"
K 43	K 40	3,355.60	350°	45'	00"

THE SECOND SCHEDULE.

FIRST PART.

DEFINITION OF THE EXPRESSION "ADJUSTED ANNUAL PROFITS" OF THE LESSEES.

The "adjusted annual profits" of the Lessees shall be ascertained by reference to the published annual accounts of the Lessees and shall mean and be the difference in any year between the gross income of the Lessees from all sources (without any deduction in respect of outgoings) and the gross amount of the sums following (that is to say)—

- (1) The aggregate of all sums which shall during the year have been paid or become payable by the Lessees in respect of the royalties of 5% and 10% reserved by Clause 1 hereof
- (2) All fees received by the Lessees during the year by reason of the transfer of any shares or securities issued by them
- (3) All interest dividends and profits received by the Lessees during the year in respect of deposits sinking fund policies and investments held by them (exclusive of interest received by the Lessees in respect of their Bank current accounts or any of such accounts)
- (4) All the expenses of the Lessees shown as debit items in their published Revenue Account or Income and Expenditure Account (as the case may be)
- (5) A sum equal to £15 per cent. of the aggregate amount of the expenses mentioned in paragraph (4) of this part of this Schedule and
- (6) Such proportion of any payment made during the year out of the Lessees' Provident Fund to persons now or formerly employed by the Lessees and/or the dependents of such persons as represents the Lessees' contribution to the total benefit received by such persons out of the said Provident Fund.

SECOND PART.

Rates of royalty made payable hereunder (provided as herein mentioned) on the amount of all dividends (which expression wherever it occurs shall include everything from whatever source and in whatever form distributed to the shareholders other than a return of capital) made payable by the Lessees for any year (and so that if at any time a dividend shall be made payable free of income tax the gross amount of such dividend before deduction of tax shall for the purposes hereof be deemed to be the amount of the dividend) or on the "adjusted annual profits" (as herein defined) of the Lessees in the same year (whichever shall be the greater)

<i>Proportion in any year of total amount of dividend made payable by the Lessees to their total paid-up capital.</i>	<i>Rates of Royalty payable hereunder.</i>
Under $7\frac{1}{2}$ per cent.	$2\frac{1}{2}$ per cent.
Under 15 per cent. and not less than $7\frac{1}{2}$ per cent.	5 per cent.
Under 25 per cent. and not less than 15 per cent.	$7\frac{1}{2}$ per cent.
Under 30 per cent. and not less than 25 per cent.	10 per cent.
Under 35 per cent. and not less than 30 per cent.	$12\frac{1}{2}$ per cent.
Under 45 per cent. and not less than 35 per cent.	15 per cent.
Under 55 per cent. and not less than 45 per cent.	20 per cent.
Under 70 per cent. and not less than 55 per cent.	25 per cent.
Under 85 per cent. and not less than 70 per cent.	30 per cent.
Under 100 per cent. and not less than 85 per cent.	35 per cent.
Not less than 100 per cent.	40 per cent.

Presented in the Office of the District Registrar of Bangalore on 18th July 1935 at 12-10 P.M. by

H. M. SMALL

*Agent of the Ooregum Gold Mining Company of India,
Ltd., under its power of attorney, dated the
14th February 1935.*

Execution admitted by

H. M. SMALL

Agent of the Company.

Identified by

A. R. SUBRAHMANYA AIYAR

*Confl. Clerk to Messrs. King and Partridge,
Solrs., Madras.*

The undersigned is satisfied about the execution of the document by the Dewan of Mysore.

18-7-1935.

S. K. VENKATARAMANA AIYAR

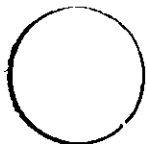
*For Dt. Registrar,
Bangalore.*

Registered as No. 51 of 1935-36 Book I Vol. 57 pages 454 to 495. Fee recovered Rs. 36-8-0 inclusive of a Memo Fee of Re. 1/- only.

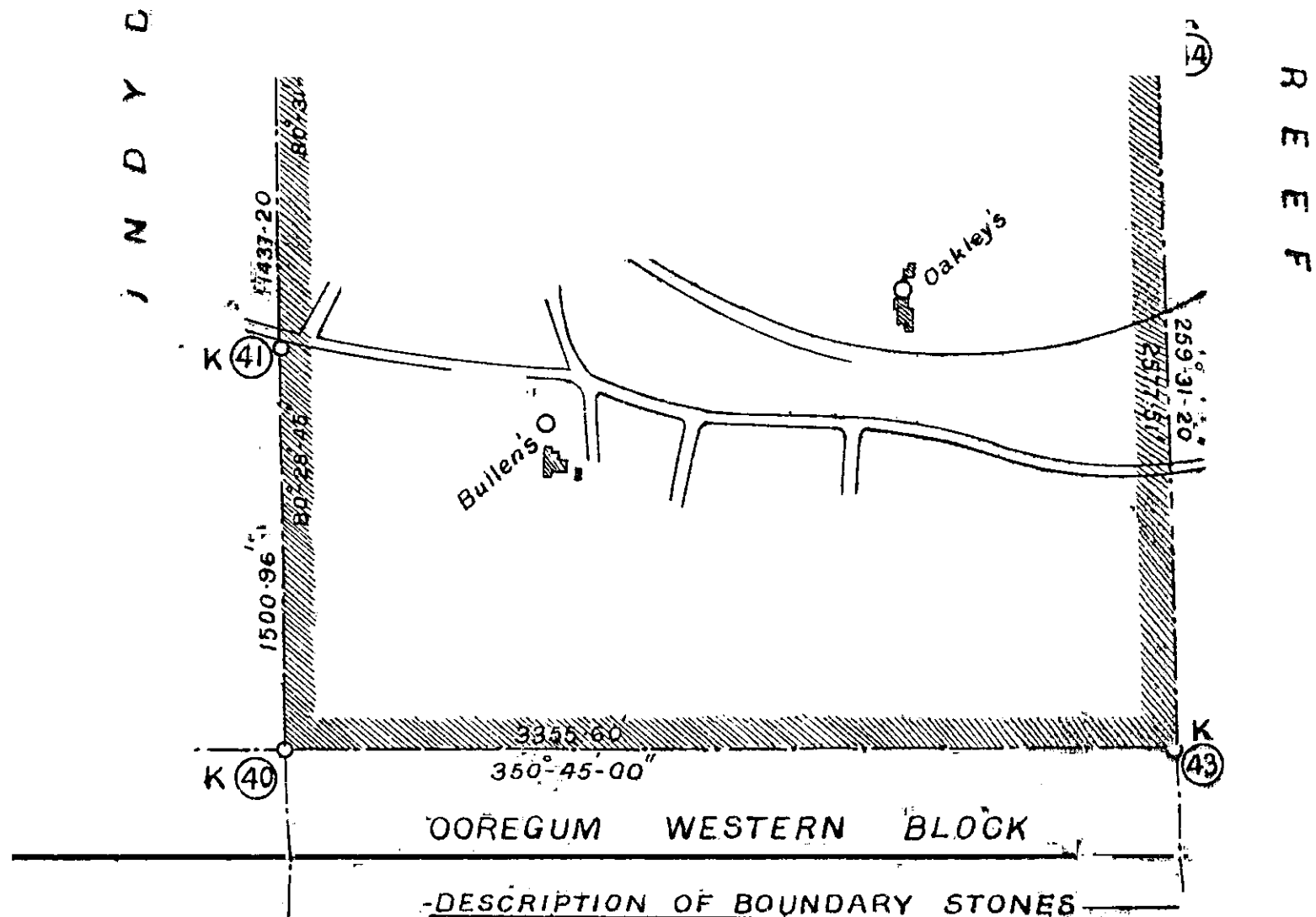
14-11-1935.

S. K. VENKATARAMANA AIYAR

*For Dt. Registrar,
Bangalore.*



Seal of the Registrar
of Bangalore.



-DESCRIPTION OF BOUNDARY STONES-

Boundary Stones	Shape	Height in Feet	Letters cut on Boundary Stones
K. 40	Triangular.	1.50	N - O - G.F. NB
K. 41	chisel.	1.50	N - O
K. 42		1.06	N - O
K. 8	Triangular.	1.50	N - O
K. 9		1.50	O
K. 10		1.50	O - O
K. 11		1.50	O
K. 12		1.50	O - O
K. 13		1.50	O
K. 14		1.50	O - CR
K. 45		2.00	O - CR - CR
K. 44	Chisel.	1.50	O - CR
K. 43	Triangular	1.50	O - CR - NB

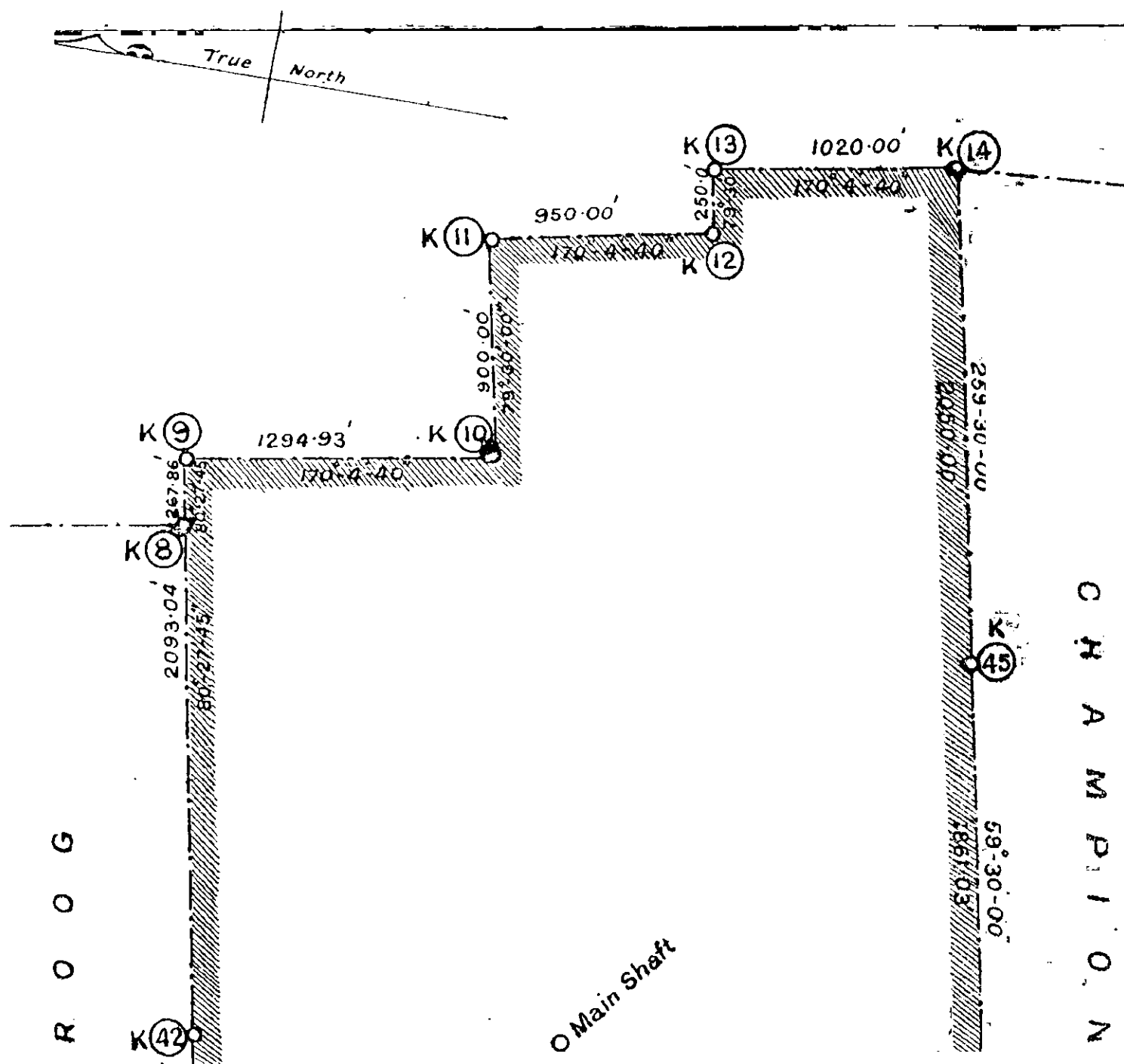
(Sd) *Murza M. Ismail*
DEWAN OF MYSORE

THE OOREGUM GOLD MINING COMPANY OF INDIA LTD.

PLAN OF
THE OOREGUM BLOCK

- AREA 450.72 ACRES -

SCALE 600 FEET TO ONE INCH



Dated

1935.

THE GOVERNMENT OF H. H. THE
MAHARAJA OF MYSORE

AND

THE OOREGUM GOLD MINING COMPANY
OF INDIA LIMITED.

Deed of Variation

of a lease dated the 25th of October 1910 of
mining rights in Mysore and AGREEMENT
for the grant of a new lease to commence
from the expiration of the said existing
lease

Duplicate.

THE OOREGUM BLOCK.

HERBERT SMITH & CO.,
62, London Wall, E.C.2.

*This document consists of seven sheets.
First sheet of document No. 53 of
1935-36, Book No. I. S. K. V.*

This Lease made the twenty-fifth day of March 1935
BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA
OF MYSORE (hereinafter called "the Lessors" which expression shall be
taken to mean and include the Government of His Highness the Maharaja
of Mysore their successors and assigns except where the context requires
another and different meaning) of the one part and THE OOREGUM
GOLD MINING COMPANY OF INDIA LIMITED whose registered
office is at 6, Queen Street Place in the City of London (hereinafter
called "the Lessees" which expression shall be taken to mean and include
the said Ooregum Gold Mining Company of India Limited their successors
and assigns except where the context requires another or different meaning)
of the other part

WHEREAS:

(1) By a Lease dated 25th day of October 1910 and made
between the Lessors of the one part and the Lessees of the other part
the mining rights licenses and liberties hereinafter described were demised
unto the Lessees for a term of 30 years from the 22nd day of March
1910 at the rent and royalties therein mentioned and subject to the
covenants by the Lessees and the conditions by and in the said Lease
reserved and contained.

(2) The Lessors have agreed to grant and the Lessees have agreed
to accept (by way of renewal of the recited Lease) the mining lease
hereinafter contained in respect of the piece of land delineated in the map or
plan hereto annexed and situate in the Bowringpet Taluk of the Kolar
District Mysore State estimated to comprise 450.72 acres and more particularly
mentioned and described in the First Schedule hereto annexed and which
piece of land is hereinafter called the "mining block."

NOW THIS DEED WITNESSETH as follows:—

1. THE Lessors do hereby demise and grant unto the Lessees
exclusive license and liberty to search for mine and raise all quartz reefs
and beds and strata of earth stone or rock containing or supposed to
contain gold metallic ores precious stones coal or other substances of a
merchantable nature (hereinafter collectively referred to as "minerals")
occurring in or upon the mining block and to treat the same by metallurgical
or other processes and obtain or prepare therefrom gold metals precious
stones and other valuable products or substances either in a finished completed
and refined state and then hereinafter referred to as "finished products"
or in an intermediate condition (in which condition the said products are
hereinafter referred to as "intermediate products") and to erect such
buildings or mining or metallurgical plant and carry on such operations
as may be necessary or desirable for the purposes aforesaid TOGETHER
with liberty for the Lessees to remove sell and dispose of the minerals

found or raised on or in the mining block or the intermediate or finished products obtained or prepared therefrom TO HAVE AND TO HOLD the premises hereinbefore expressed to be hereby demised and granted unto the Lessees for the term of 30 years from the 22nd day of March 1940.

YIELDING AND PAYING therefor during the said term an annual rent of One Rupee per acre of the mining block which rent shall be payable for each calendar year on or before the 31st day of December.

AND ALSO YIELDING AND PAYING on or before the 31st day of March in every year all local cesses and other taxes or rates of every description for the time being payable in respect of the premises or lands within the mining block or of any buildings or works in or on the same.

AND ALSO YIELDING AND PAYING a royalty of 5% upon the net sale proceeds of all gold metallic ores coal and other substances of a saleable or merchantable nature found on the mining block which shall have been crushed dressed and made merchantable by the Lessees.

AND ALSO YIELDING AND PAYING a royalty of 10 per cent. upon the saleable value of all precious stones found on or in the mining block.

AND ALSO YIELDING AND PAYING in sterling (except in any year during the said term in respect of which no dividend is made payable by the Lessees) on the seventh day following the adoption of the annual report and accounts of the Lessees by their shareholders assembled in general meeting a royalty on the amount of all dividends (which expression wherever it occurs shall include everything from whatever source and in whatever form distributed to the shareholders other than a return of capital) made payable by the Lessees for the year in which the royalty reserved or made payable by this clause is payable or on the "adjusted annual profits" of the Lessees (as defined in the first part of the second Schedule hereto) whichever shall be the greater such royalty to be payable at the rates mentioned in the second part of the second Schedule hereto which last-mentioned rates (as appears from the same part) vary in accordance with the variation in the proportion which the total amount of dividend made payable for any year by the Lessees bears to their total paid-up capital

PROVIDED ALWAYS as follows:—

- (1) If in any year the Lessees shall hold more than one Lease from the Lessors whether already granted or hereafter to be granted and each reserving a royalty which is ascertainable by reference to the dividend made payable by the Lessees and/or to the "adjusted annual profits" of the Lessees not more than one of such royalties shall of the dividend or "adjusted annual profits" of the Company for that year.
- (2) If at any time after the commencement of the term hereby granted the Lessees shall make any new issue of shares the total paid-up capital of the Lessees shall not (for the purpose of ascertaining the amount of the said royalty) be deemed (without the previous consent in writing of the Lessors) to have been thereby

increased by an amount greater either than the aggregate sum which shall from time to time have been actually subscribed in cash to the Lessees in respect of such new issue or than the total nominal value of the new shares issued (whichever shall be the less). Provided that no subscription in cash or issue of shares not made and applied for the purpose of working the premises comprised in this Lease or in any other Lease now held by the Lessees from the Lessors shall be included in ascertaining the total paid-up capital for the purposes aforesaid.

- (3) The Lessees hereby covenant with the Lessors that the said royalty shall (subject as aforesaid) in the event of an interim dividend or dividends being made payable by the Lessees be paid in the manner hereinbelow prescribed:
 - (a) On any amount distributable as an interim dividend as and when made payable a payment on account shall be made at the rates mentioned in the second part of the second Schedule hereto which rates shall (for this purpose) vary in accordance with the variation in the proportion which the total amount of such interim dividend bears to the total paid-up capital, and
 - (b) The balance of the said royalty shall be paid on the seventh day following the adoption of the annual report and accounts of the Lessees by their shareholders assembled in general meeting.
- (4) Notwithstanding anything hereinbefore contained the Lessees hereby covenant with the Lessors that in the event of the Lessees going into liquidation the said royalty for the period subsequent to the end of the year for which the last payment of the said royalty has been made and ending with the date of the commencement of liquidation (which period is hereinafter called the period) and thereafter shall be ascertained and paid in the manner hereinafter prescribed:
 - (a) An account as at the date of the commencement of the liquidation shall be prepared in the form of an annual account and the "adjusted profits" for the period shall be ascertained by reference to the said account in the same manner so far as may be as the "adjusted annual profits" are ascertained by reference to the published annual accounts of the Lessees and the said royalty for the period shall be paid on the amount of all dividends which may have been made payable for the period or on the amount of such "adjusted profits" (whichever shall be the greater) at rates determined in the same manner as the rates of the said royalty for any year are determined as hereinbefore provided subject to the proviso that for the purpose of this clause the proportion which the "adjusted profits" for the period shall bear to the total paid-up capital shall be substituted for the proportion which the total amount of dividend made payable for any year bears to the total paid-up capital.
 - (b) From the date of the Lessees going into liquidation the Lessors shall in lieu of the said royalty be entitled to and be paid

Five per centum of all profits made by the Liquidator in carrying on the business of the Lessees.

2. AND IT IS HEREBY DECLARED that the expression "the liability under this lease" shall hereafter include all the cesses taxes rates royalties rents compensation indemnities and other payments in this lease reserved and made payable by the Lessees.

3. AND the Lessees hereby covenant with the Lessors that they the Lessees will during the said term in the best and most effectual manner and without intermission except when prevented by inevitable accident search for all gold metals metallic ores precious stones coal and other substances of a saleable or merchantable nature within or upon the mining block.

4. AND will throughout the said term keep all mines buildings pits shafts ladders plats sollars timber ropes watercourses air-gates engines machines and other mining and metallurgical plant on or in the mining block in good repair working order and condition.

5. AND ALSO will if required and before the sale thereof deliver to or permit to be taken by the Lessors or their agent or agents a sample or samples of all gold metals metallic ores precious stones coal and other substances which shall have been crushed dressed and made merchantable and prepared for sale all such samples so taken to be paid for by the Lessors at the current market rate.

6. AND ALSO will immediately after any sale of the said gold metals metallic ores precious stones coal and other substances give to the Lessors or their agent or agents a return of the prices for which the same respectively shall have been sold and if required the names of the purchasers thereof.

7. AND ALSO will within 90 days after any such sale or within 6 months from the time of the extraction of the ore or the finding of precious stones pay to the Lessors the royalties of 5 per cent. and 10 per cent. hereinbefore reserved.

8. AND will pay all other liabilities under this lease as and when they respectively become payable.

9. AND ALSO will throughout the said term make and keep in some convenient place on the mining block and so that the Lessors or their agent or agents can have at all times free access thereto proper books of account of the working of the mines and the costs thereof and of the disposal of the gold metals metallic ores precious stones coal and other substances of a saleable or merchantable nature containing all particulars of quantities dates and other facts and circumstances necessary or proper for ascertaining the exact value of such gold metals metallic ores precious stones coal and other substances and also correct maps plans and sections of the said mines and workings.

10. AND ALSO will when required by the Lessors or their agent or agents give to them or him copies of all entries in the said books and of every such map plan and section as aforesaid.

11. AND ALSO will at the end or sooner determination of the said term give up to the Lessors the said books maps plans and sections in good and perfect condition.

12. AND ALSO will throughout the said term keep all boundary posts in good repair and condition and every shaft pit or open working within the mining block sufficiently fenced for the protection of man and beast.

13. AND ALSO will not until the license in writing of the Lessors or their agent or agents be obtained wilfully close fill up or choke any mine or shaft.

14. AND ALSO will permit the Lessors and their agent or agents servants or workmen throughout the said term to enter upon any of the works carried on under or by virtue of these presents and examine the state and condition thereof and to use the engines machinery and apparatus upon or within the mining block for that or for any other lawful and reasonable purpose the Lessors making compensation for such use except when required for examining and taking plans the amount of such compensation in case of difference to be settled by two Arbitrators one to be named by the Lessors and the other by the Lessees or if the Arbitrators differ by an Umpire to be chosen by them before entering upon the arbitration and if either party shall fail to name an Arbitrator after notice in writing by the other or their agent requiring them so to do or shall name an Arbitrator who neglects to act or to proceed with due diligence in the business of the Arbitration or will not join in naming an Umpire then by the valuation of the Arbitrator named by the other party AND the award made by such Arbitrator or Umpire may be filed in Court and enforced as a decree subject to the provisions of the Mysore Arbitration Regulation or any then subsisting statutory modification thereof.

15. AND ALSO will permit the Lessors to exercise the liberties hereinbefore reserved and will afford all reasonable facilities and assistance in the exercise thereof.

16. AND will in the exercise of the license and liberties hereby granted abstain from entering upon the surface of any occupied Government land or of any Inam land comprised within the mining block without previously purchasing the rights or obtaining the consent of the occupant holder or tenant of such land by an instrument in writing duly registered and if any damage or injury be caused to the surface of any such land by any operations carried on under this lease will duly compensate the occupant holder or tenant thereof for all such damage or injury.

17. AND will keep open and in no way obstruct any road path or by-way of any kind whatsoever now existing on the mining block.

18. AND ALSO will from time to time and at all times hereafter effectually keep indemnified the Lessors from and against all claims demands and expenses whatsoever by reason or in consequence of any injury to or interference with any lands or property whatsoever occasioned by or arising from the working under these presents or the exercise of the liberties hereby granted.

19. AND ALSO will not assign underlet or part with the possession of the mining rights and premises hereby demised and granted or any part

thereof to any person or persons or corporation without the previous consent in writing of the Lessors.

20. AND ALSO will deliver to the Lessors a copy of every assignment or underlease of the said mining rights and premises or any part thereof within two calendar months after the date of every such assignment or underlease.

21. AND will at the expiration or sooner determination of the said term deliver to the Lessors in good order repair and condition and fit for future working and use and in all respects in such state and condition as shall be consistent with the due performance and observance of the several covenants and agreements by the Lessees herein contained the mining block and all the mines and buildings and all pits shafts ladders plats sollars timber ropes watercourses air-gates engines machines and other mining and metallurgical plant below and above ground which are in the nature of fixtures or necessary or desirable for the proper working of the said mines and the raising of minerals from the mining block or for the obtaining or preparing of intermediate or finished products from such minerals except any pits shafts or other works which shall have been abandoned or disused in the ordinary and fair course of working of the said mines and premises but so that the Lessors shall pay to the Lessees a fair price for all engines machinery and plant of any description (whether erected or installed before or after the date of these presents) in or on the mining block based on the amount the same could be sold for on the mining block if the Lessees had power to authorise the purchasers to remove them unless not less than three months before the expiration or sooner determination of the term hereby granted the Lessors shall have given notice in writing to the Lessees that they the Lessors do not intend to take over any of such buildings engines and machinery plant and other things in which case the Lessees shall be at liberty to remove the same but without injuring any other property in or on the mining block.

22. PROVIDED ALWAYS that if and whenever any part of the liabilities under this lease shall be in arrear for the space of 60 days after the expiration of the time prescribed by these presents for payment thereof and the Lessees shall not pay the same within 30 days after the service upon them of a notice by the Deputy Commissioner of the District in which the mining block is situated calling upon them to pay the same the Lessors shall be at liberty to seize all gold metallic ores precious stones coal and other substances of a saleable nature in or about the mines or pits opened worked or carried on by the Lessees on the mining block and the Lessors may sell and dispose of such gold metallic ores precious stones coal and other substances and out of the moneys produced thereby may deduct and retain all liabilities under this lease and all expenses incurred in or about any such seizure and sale.

23. PROVIDED ALWAYS and these presents are upon this express condition that if and whenever any part of the liabilities under this lease shall be in arrear for the space of 6 calendar months after any of the days whereon the same ought to be paid as herein provided (whether the same have been legally demanded or not) or if the Lessees or their workmen shall cease to carry on the regular working of the mines or cause any obstruction or annoyance to the Officers of the Lessors or to the people

of the country or refuse to afford information to the Lessors or if and whenever there shall be a breach of any of the covenants herein contained and on the part of the Lessees to be performed and observed then and in such case the Lessors or their agent or agents duly empowered in that behalf may re-enter upon any part of the mines and workings carried on under this lease in the name of the whole and thereupon the said term of 30 years shall absolutely determine.

24. PROVIDED ALWAYS and it is hereby agreed and declared that no such re-entry or forfeiture of the said term under the proviso for re-entry hereinbefore contained shall take place unless and until the Lessors shall have given to the Lessees a notice calling upon them to give a reasonable explanation of the matter or matters complained of and to rectify the same which notice shall be in writing signed on behalf of the Lessors by the Deputy Commissioner of the District in which the mining block is situated or by any other person specially empowered in that behalf and shall be served on the Lessees or any one or more of them or on their agent or agents or fixed on any part of the mining block and default shall have been made in giving such reasonable explanation and in rectifying the matter or matters complained of for six calendar months from the time of such notice being so served or affixed.

25. PROVIDED ALSO and it is hereby agreed and declared that if the Lessees shall be desirous of determining the said term of 30 years hereby granted at the expiration of any calendar year of the said term and of such desire shall give to the Lessors six calendar months' previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the Lessees to be performed and observed up to the expiration of such year then and in such case upon the expiration of such year the term hereby granted shall absolutely cease and determine.

26.—(1) IT IS HEREBY AGREED AND DECLARED that if at any time prior to the termination of this lease by lapse of time or otherwise the Lessees shall be desirous of obtaining a renewed lease of the mining rights licenses liberties and premises hereby granted for a further term of 30 years from the expiration of the term hereby granted and of such desire shall give to the Lessors one year's previous notice in writing and shall pay the liabilities under this lease and perform and observe the Lessees' covenants and conditions hereunder up to the expiration of the term hereby granted then and in such case the Lessors will upon the request and at the expense of the Lessees execute and deliver to the Lessees a renewed lease of the said premises for a further term of 30 years in such form and subject to such rents royalties and other payments and such covenants agreements and conditions as shall be agreed upon between the Lessors and the Lessees at the time and the Lessees shall at the same time execute and deliver to the Lessors a counterpart of such renewed lease

(2) PROVIDED that if at any time the term hereby granted is determined in any manner otherwise than by effluxion of time all the rights and liabilities of the Lessors and the Lessees under such renewed lease or any agreement for the same shall forthwith cease and determine.

IN WITNESS whereof the Dewan of Mysore acting for and on behalf of the Lessors has hereunto set his hand and seal and the Lessees have caused their Common Seal to be hereunto affixed the day and year first above written.

Signed Sealed and Delivered by the above-named Dewan of Mysore.

SIR MIRZA M. ISMAIL

MIRZA M. ISMAIL

in the presence of:—

M. VENKATANARANAPPA

Sec. to Govt., Dev. Dept.

The Common Seal of the THE OOREGUM GOLD
MINING COMPANY OF INDIA LIMITED
was hereunto affixed in the presence of:—

LIONEL HOLLAND

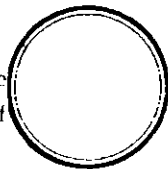
R. H. P. BULLEN

Directors.

F. H. WILLIAMS

Secretary.

Seal of the Mining Company of Ooregum Gold
India Limited, 1890.



THE FIRST SCHEDULE.

DESCRIPTION AREA AND BOUNDARIES OF THE "MINING BLOCK."

The Mining Block is known as "The Ooregum Block."

The Mining Block is situated in the Kolar Gold Field in the Bowringpet Taluk of the Kolar District, Mysore State.

The area of the Mining Block is 450.72 Acres.

The boundaries of the Mining Block are defined by stone pillars erected and lettered in accordance with the plan attached hereto and specified hereunder.

Boundary Stone.	Shape.	Height in Feet.	Letters cut on boundary stones.
K 40	Triangular	1.50	N — O — G F. N B.
K 41	Chisel	1.50	N — O
K 42	do.	1.00	N — O
K 8	Triangular	1.50	N — O
K 9	do.	1.50	O
K 10	do.	1.50	O — O
K 11	do.	1.50	O
K 12	do.	1.50	O — O
K 13	do.	1.50	O
K 14	do.	1.50	O — C R
K 45	do.	2.00	O — C R — C R
K 44	Chisel	1.50	O — C R
K 43	Triangular	1.50	O — C R — N B

The boundaries between the pillars are straight lines, the lengths and bearings of which are marked in the plan, and are as follows:—

From	To	Distance in Feet.	Bearings to True North.		
K 40	K 41	1,500.96	80°	28'	45"
K 41	K 42	1,437.20	80°	31'	35"
K 42	K 8	2,093.04	80°	27'	45"
K 8	K 9	267.86	80°	27'	45"
K 9	K 10	1,294.93	170°	04'	40"
K 10	K 11	900.00	79°	30'	00"
K 11	K 12	950.00	170°	04'	40"
K 12	K 13	250.00	79°	30'	00"
K 13	K 14	1,020.00	170°	04'	40"
K 14	K 45	2,050.00	259°	30'	00"
K 45	K 44	1,861.03	259°	30'	00"
K 44	K 43	2,577.51	259°	31'	20"
K 43	K 40	3,355.60	350°	45'	00"

THE SECOND SCHEDULE.

FIRST PART.

DEFINITION OF THE EXPRESSION "ADJUSTED ANNUAL PROFITS." OF THE LESSEES.

The "adjusted annual profits" of the Lessees shall be ascertained by reference to the published annual accounts of the Lessees and shall mean and be the difference in any year between the gross income of the Lessees from all sources (without any deduction in respect of outgoings) and the gross amount of the sums following (that is to say)—

- (1) The aggregate of all sums which shall during the year have been paid or become payable by the Lessees in respect of the royalties of 5% and 10% reserved by Clause 1 hereof
- (2) All fees received by the Lessees during the year by reason of the transfer of any shares or securities issued by them
- (3) All interest dividends and profits received by the Lessees during the year in respect of deposits sinking fund policies and investments held by them (exclusive of interest received by the Lessees in respect of their Bank current accounts or any of such accounts)
- (4) All the expenses of the Lessees shown as debit items in their published Revenue Account or Income and Expenditure Account (as the case may be)
- (5) A sum equal to £15 per cent. of the aggregate amount of the expenses mentioned in paragraph (4) of this part of this Schedule and
- (6) Such proportion of any payment made during the year out of the Lessees' Provident Fund to persons now or formerly employed by the Lessees and/or the dependents of such persons as represents the Lessees' contribution to the total benefit received by such persons out of the said Provident Fund.

SECOND PART.

Rates of royalty made payable hereunder (provided as herein mentioned) on the amount of all dividends (which expression wherever it occurs shall include everything from whatever source and in whatever form distributed to the shareholders other than a return of capital) made payable by the Lessees for any year (and so that if at any time a dividend shall be made payable free of income tax the gross amount of such dividend before deduction of tax shall for the purposes hereof be deemed to be the amount of the dividend) or on the "adjusted annual profits" (as herein defined) of the Lessees in the same year (whichever shall be the greater)

<i>Proportion in any year of total amount of dividend made payable by the Lessees to their total paid-up capital.</i>	<i>Rates of Royalty payable hereunder.</i>
Under $7\frac{1}{2}$ per cent.	$2\frac{1}{2}$ per cent.
Under 15 per cent. and not less than $7\frac{1}{2}$ per cent.	5 per cent.
Under 25 per cent. and not less than 15 per cent.	$7\frac{1}{2}$ per cent.
Under 30 per cent. and not less than 25 per cent.	10 per cent.
Under 35 per cent. and not less than 30 per cent.	$12\frac{1}{2}$ per cent.
Under 45 per cent. and not less than 35 per cent.	15 per cent.
Under 55 per cent. and not less than 45 per cent.	20 per cent.
Under 70 per cent. and not less than 55 per cent.	25 per cent.
Under 85 per cent. and not less than 70 per cent.	30 per cent.
Under 100 per cent. and not less than 85 per cent.	35 per cent.
Not less than 100 per cent.	40 per cent.

Presented in the Office of the District Registrar of Bangalore on 18th July 1935 at 12-10 P.M. by

H. M. SMALL

*Agent of the Ooregum Gold Mining Company of India
Ltd. under its power of attorney dated the
14th February 1935.*

Execution admitted by

H. M. SMALL

Agent of the Company.

Identified by

A. R. SUBRAHMANYA AIYAR

*Confl. Clerk to Messrs. King and Partridge
Solrs. Madras.*

The undersigned is satisfied about the execution of the document by the Dewan of Mysore.

18-7-1935.

S. K. VENKATARAMANA AIYAR

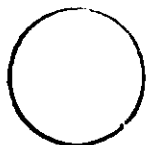
*For Dt. Registrar
Bangalore.*

Registered as No. 53 of 1935-36 Book I Vol. 60 pages 1 to 20. Fee recovered Rs. 29-0-0 inclusive of a Memo Fee of Re. 1-0-0 only.

14-11-1935.

S. K. VENKATARAMANA AIYAR

*For Dt. Registrar
Bangalore.*



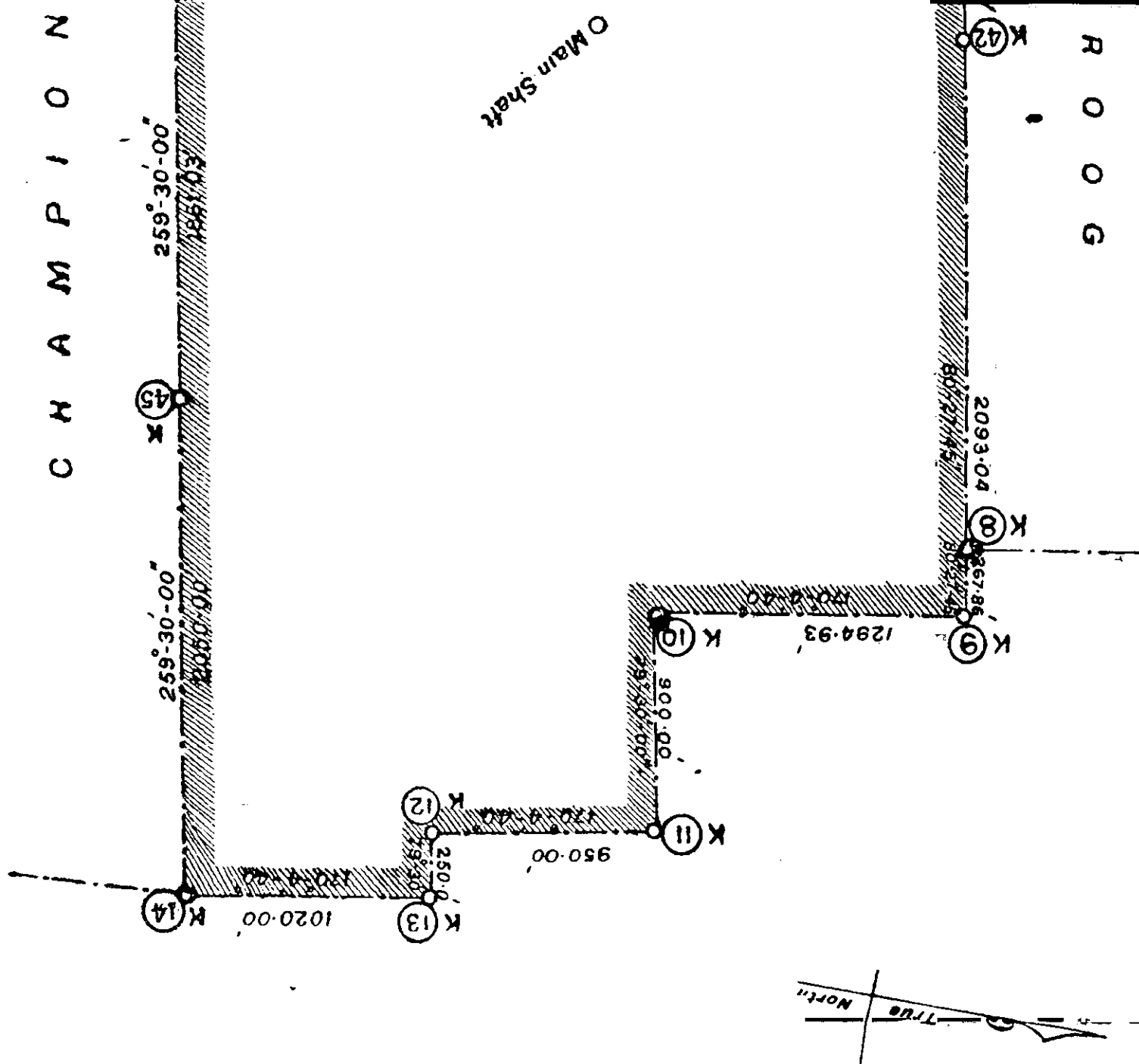
Seal of the Registrar
of Bangalore.

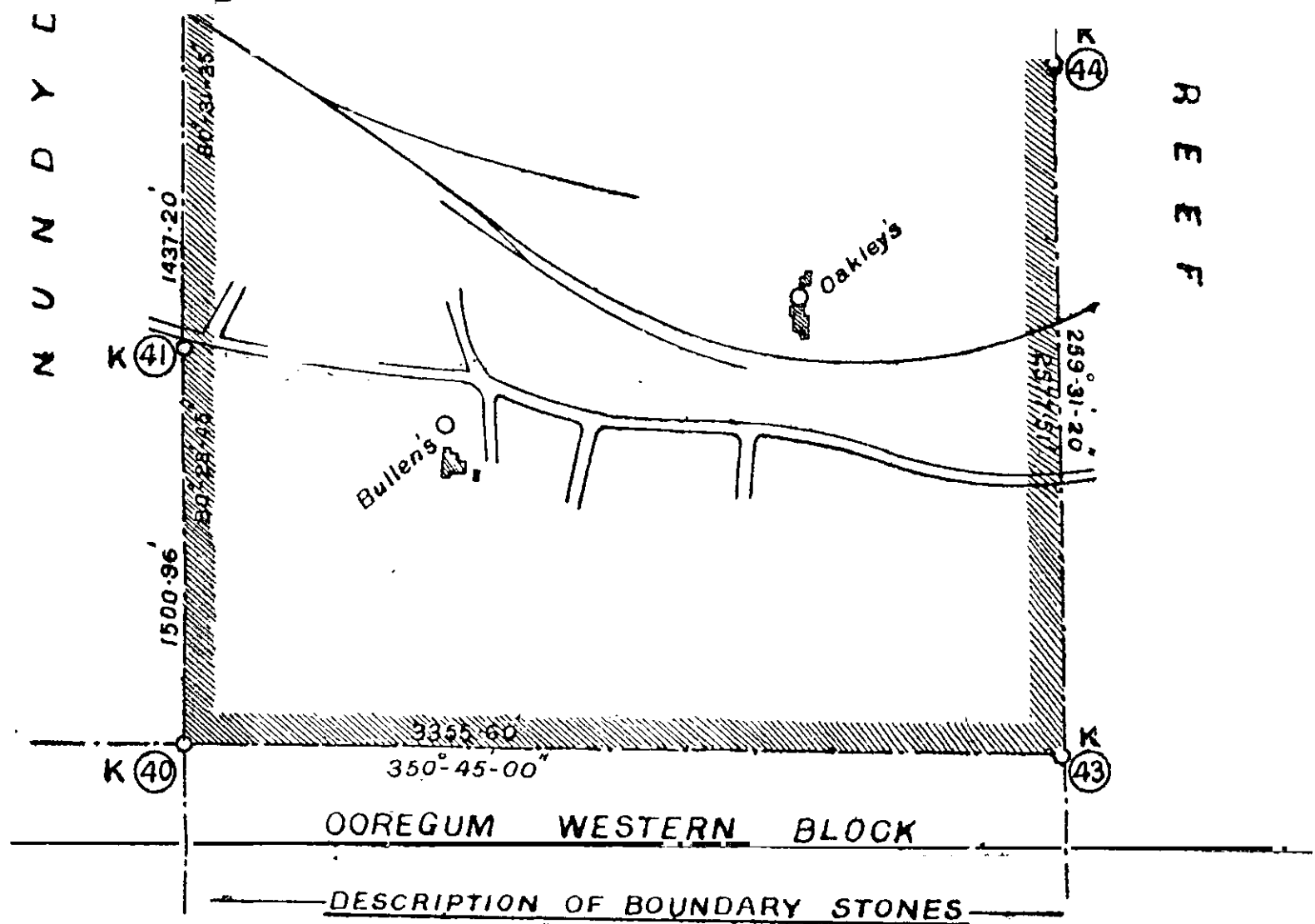
THE OOREGUM BLOCK

PLAN OF

AREA 450.72 ACRES

SCALE 600 FEET TO ONE INCH





Boundary Stones	Shape	Height in Feet	Letters cut on Boundary Stones
K. 40	Triangular.	1.50	N - O - G F. NB
K. 41	chisel.	1.50	N - O
K. 42	"	1.00	N - O
K. 8	Triangular.	1.50	N - O
K. 9	"	1.50	O
K. 10	"	1.50	O - O
K. 11	"	1.50	O
K. 12	"	1.50	O - O
K. 13	"	1.50	O
K. 14	"	1.50	O - CR
K. 45	"	2.00	O - CR - CR
K. 44	Chisel.	1.50	O - CR
K. 43	Triangular	1.50	O - CR - NB

(Sd) *Mirza M. Ismail*
DEWAN OF MYSORE